



Owner's manual
Mode d'emploi
Benutzerhandbuch
Manuale dell'utente
Gebruikershandleiding
Guía de usuario
Ägarhandbok
Manual do utilizador
Brugervejledning

NAX983HD

HDD NAVIGATION SYSTEM
SYSTEME DE NAVIGATION HDD
HDD-NAVIGATIONSSYSTEM
SISTEMA DI NAVIGAZIONE HDD
HDD-NAVIGATIESSYSTEM
SISTEMA DE NAVEGACIÓN HDD
NAVIGATIONSSYSTEM MED HÅRDDISK
SISTEMA DE NAVEGAÇÃO COM HDD
(UNIDADE DE DISCO RÍGIDO)
HDD-NAVIGATIONSSYSTEM

1. Preface

Safety Precautions

When using this navigation system, follow the precautions listed below. After reading this manual, be sure to keep it in a handy place (such as the glove box of your car).

Warnings

- This navigation system should not be used as a substitute for your own judgment. Any route suggestions made by this navigation system may never override any local traffic regulations, your own judgment, and/or knowledge of safe driving practices. Disregard route suggestions by the navigation system if such suggestions would: cause you to perform a hazardous or illegal maneuver, place you in a hazardous situation, or route you into an area you consider unsafe.
- The advice provided by the navigation system is to be regarded only as a suggestion(s)/ There may be situations where the navigation system displays the vehicle's location incorrectly, fails to suggest the shortest course, and/or fails to direct you to your desired destination. In such situations, rely on your own driving judgment, taking into account current driving conditions.
- Do not use the navigation system to route you to emergency services. The database does not contain a complete listing of locations of emergency service providers such as police, fire stations, hospitals and clinics. Please use your judgment and your ability to ask for directions in these situations.
- As a driver you are solely responsible for your road safety.
 - In order to avoid a traffic accident or traffic offence, remember that actual road conditions and traffic regulations take precedence over the information contained in the navigation system.
 - Accordingly, the Software may contain inaccurate or incomplete information due to the passage of time, changing circumstances, and due to the nature of the sources used. Please observe the actual traffic circumstances and regulations at all times while driving.
 - The navigation system does not provide, or account for in any way; information regarding traffic and road laws; vehicle specifications including weight, height, width, load, and/or speed restrictions; road conditions including road slope, grade, and/or surface conditions; obstruction information including bridge and tunnel height and width, and/or other prevailing driving and/or road conditions. Always rely on your own driving judgment, taking into account current driving conditions.
 - Minimize the amount of time spent viewing the screen while driving.
- The driver should not operate this unit while driving.
Be sure to stop the vehicle in a safe place when the driver is operating this unit. For safety, some of the navigation functions are prohibited if the vehicle is not stopped with the parking brake engaged.
- Do not disassemble or modify this unit.
It may cause an accident, fire, or electric shock.
- Do not use this unit when a trouble exists, such as no screen content appears or no sound is audible. It may cause an accident, fire, or electric shock. For that case, consult your authorized dealer or a nearest Clarion service centre.
- In case of a problem, such as foreign materials have entered in the unit, the unit gets wet, or smoke or strange smells come out of the unit, etc., stop using this unit immediately, and consult your authorized dealer or a nearest Clarion service centre.
Using it in that condition may cause an accident, fire, or electric shock.
- Use a fuse with the same specification only when replacing the fuse.
Using a fuse with a different specification may causes a fire.
- For the installation of this unit or a change in the installation, ask your authorized dealer or a nearest Clarion service centre for safety.
Professional skills and experiences are required to do so.

⚠ CAUTION

- While driving, set the volume so that sound from outside the vehicle can be heard. Driving without hearing sound from the outside of the vehicle may cause a traffic incident.
- Do not use this unit without installing in the vehicle properly.
It may cause an injury or electric shock.

Notes on Data Stored in This System

If you transfer or resell this unit (NAX983HD) to a third party or abandon this unit, note the following matters, deal with them under your own appropriate management.

●For your privacy protection

Initialize (delete) all data (address data etc.) including private information stored in the hard

disk and the memory by the procedures described in this manual. For details, see “Resetting to the Factory Settings” (P. 54).

About This Manual

This book is the manual of the navigation system (NAX983HD) that explains the functions, operation procedures, and notes on use when connecting it with main unit (MAX688RBT, etc.^{*1}) and using the navigation features. Read this manual thoroughly before using the navigation system, and use it correctly.

- Please be aware that the device may be different from the manual according to the changes of the specifications.

●Symbols used in this manual

Note:	:	Lists what should be noted when operating or referential information.
[] button	:	Indicates a button on main unit (MAX688RBT, etc. ^{*1})
[] key	:	Indicates a menu item on the screen.
→	:	Indicates a title and page number on which recommended reference information is described.

*1: This device is referred to “**main unit**” hereafter in this manual.

Notes on Handling

- In no event shall Clarion be liable for any incidental damage (including, but not limited to, loss of the business profit or change/loss of the data) caused from use or inability to use of this product.

About the navigation system

● Important

- To prevent discharge of the car battery, use this system with the engine of the vehicle running as much as possible.
- The housing of this unit may become hot because this unit has a high-speed CPU. Be careful to handle the unit during navigating or immediately after turning the power off.
- Turn off the power of the vehicle when connecting or disconnecting wires. Doing this while the power of the vehicle is turned on, may cause a trouble or malfunction.

Note:

- *When using this unit first time after purchasing, or not used for long periods of time, it might take about 5 to 15 minutes until the current location is determined using GPS. Moreover, even when using it often, it may take about 2 to 3 minutes until the current location is determined according to the GPS measuring situation.*
- *Provided RDS TMC information about traffic incidents may not be up to date. Use the provided RDS TMC information as a reference only.*
- *When the route (path) cannot be calculated, move desired destination to a nearby main road and perform calculation again. It may be impossible to find a route in case the car location is too close to the desired destination.*
- *For vehicles equipped with an intelligent key, do not bring the intelligent key close to the unit of the navigation system. The navigation system may not operate correctly.*
- *If an electrical equipment that generates a strong electrical noise is used near this unit, the screen may be disturbed and noise may be generated. In this case, keep away such an electrical equipment or refrain from using it.*

About the hard disk drive

● Important

- Data^{*1} saved to the hard disk drive may get lost in case of a breakdown, malfunction, or other trouble of this unit.
It is recommended that you back up your important data to a personal computer by using the USB memory stick. → **"Backing up User Data"** (P. 54)
- Never detach the hard disk drive by yourself. In case data^{*1} stored on the hard disk drive gets erased or destroyed due to this action, no repair covered by warranty can be granted.

- Operation of the navigation system may be limited to protect the hard disk drive if the temperature is extremely high or low. In such a case, please wait until temperature becomes normal again.
- Though certain buzzing can be heard when the hard disk drive is working, this is not a malfunction.

*1: Including the stored locations and their data, route data, data stored in the Favourite & Frequent List, setting data set from the Setting menu, and data imported from the USB memory stick (Wallpapers, Safety Camera locations, etc.).

About the USB port

● Important

- The USB memory stick may stick out when inserted, so it may cause danger during driving. In such cases, you can use a commercial USB extension cable, etc., but use it safely under your own judgment.
- The USB memories sticks must be recognized as "USB mass storage class" to work properly. Some models may not operate correctly.
 - When the memorized data is lost or damaged by any chance, Clarion shall not be liable for any damage.

When using an USB memory stick, we recommend that you backup your data stored on it before by using a personal computer etc.

- Data files may be broken when using USB memories sticks in the following situation:
When disconnecting the USB memory stick or turning the power off during writing or reading data.

When affected by static electricity or electric noise.

Connect/disconnect the USB memory stick when it is not accessed.

- Some USB memorie sticks cannot be inserted to the main unit because of their shape. In such cases, use a commercial USB extension cable to connect them.
- Connecting with the computer is not covered.
- Music files (MP3, WMA, etc.) stored in the USB memory stick cannot be played back.

Notes on Handling

Cleaning the unit

● Important

- To clean the unit, use a soft dry cloth and gently wipe off the dirt. For tough dirt, apply some neutral detergent diluted in water to a soft cloth, wipe off the dirt gently, then wipe again with a dry cloth.
Do not use benzene, thinner, car cleaner, etc., as these substances may damage the cabinet or cause the paint to peel. Also, leaving rubber or plastic products in contact with the cabinet for long periods of time may cause stains.

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2. Basic Operations

Turning the Power ON/OFF

The navigation system will be started up when the power of the vehicle is turned on, and terminated when it is turned off.

The opening screen is displayed when the system is started up, and then caution message is displayed. Read the displayed message thoroughly.

After a while, the [OK] key is displayed. Touch the [OK] key to display the Current Location screen.

Note:

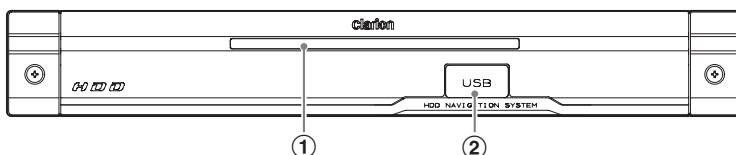
- When you use this unit for the first time, it may take some time for receiving the GPS signal and displaying the current location (vehicle position).
- You cannot operate the unit while the opening screen is displayed.

Switching the Operation Mode

To switch between the Navigation screen and Audio screen, touch the [AV] key or the [MAP] key displayed at the bottom left of the screen.

Name and Function of the Controls

Navigation unit



① POWER indicator

Lights when the power of this unit is turned on which is switched by starting the engine/ignition on.

Goes off when it is turned off which is switched by stopping the engine/ignition off.

② USB port

You can import data or back up/restore user data using an USB memory stick. → **"Importing Data via USB Port"** (P. 53), **"Backing up User Data"** (P. 54), **"Restoring User Data"** (P. 54)

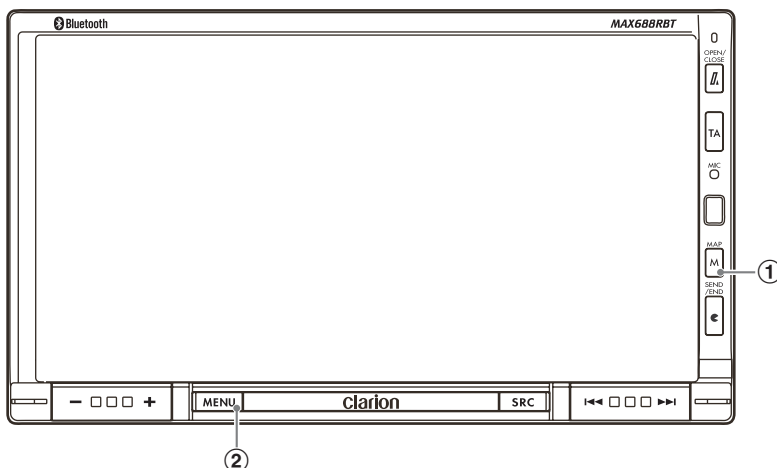
Name and Function of the Controls

Main Unit (e.g.: MAX688RBT)

This section explains only the buttons on MAX688RBT used during the Navigation mode. For other buttons, see the operation manual of MAX688RBT.

Note:

The navigation system will not work correctly when driving with the power of the main unit turned off. To display the accurate vehicle position, drive for a while on a smooth road where there is no obstacle in upper sky (GPS signals can be received).



① [MAP] button

Displays the Map screen of the current location. The screen changes as follows if this button is pressed while displaying the Map screen during the route guidance mode:

Press and hold:

Displays the Turn by Turn screen. Press again to return to the Map screen.

Press and release:

When you have set to display the guidance information in the left of the screen, pressing this button changes the screen to Intersection Map, Turn List on Route, and Current Location Map, in this order.

② [MENU] button/③ [Navigation] key

Press the [MENU] button to display the Menu screen.

Touch the [Navigation] key to display the Navigation Menu screen.

→ "Monitor Adjustment" (P. 55)

(Menu screen)



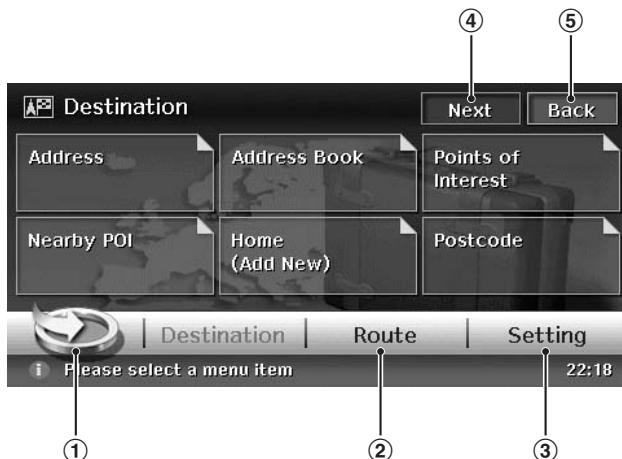
Menu Types and Operation

This section explains the types of the typical menu screens on the touch panel and their operation.

Top menu (Destination menu)

Pressing the [MENU] button displays the Destination menu screen. By touching the desired menu item or icon, you can display menu screens or perform operations such as entering a destination. Touching the menu item on the lower part of the screen displays each menu screen.

For the entering procedure of the destination, see “**Outline of Destination Entering Procedures**” (P. 23), and “**Entering the Destination**” (P.26).



① [MENU] key

Displays the Favourite & Frequent menu screen.
→ “**Favourite & Frequent menu**” (P.11), “**Using the Favourite & Frequent Menu**” (P. 56)

② [Route] key

Displays the Route menu screen.
→ “**Changing/Editing the Route Settings**” (P. 36)

③ [Setting] key

Displays the Setting menu screen.
→ “**System Settings**” (P. 45)

④ [Next] key

Displays the next screen when there are two or more screens in a menu. For the screen shown above, the next page of the Destination menu is displayed when the [Next] key is touched. When the [Prev.] key is displayed, touch the [Prev.] key to return to the previous screen.

⑤ [Back] key

Returns to the previous screen.

Favourite & Frequent menu

Touching the [🗺️] key in the Top menu or in the Navi Shortcut menu displays the Favourite & Frequent menu screen.

Your favourite places can be registered in [**Favourite**], and places often visited are automatically registered in [**Frequent**].

From the 3D List screen of the Favourite & Frequent menu, you can enter a destination by an easy operation. From the 2D List screen, you can edit the list items by drag-and-drop operations.

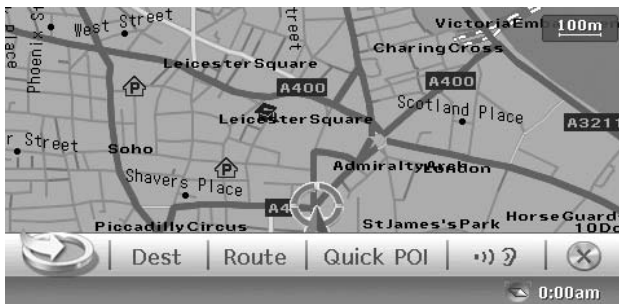
For details, see “**Using the Favourite & Frequent Menu**” (P. 56).



Menu Types and Operation

Navi Shortcut menu

Touching the **[NAVI]** key from the Current Location Map screen displays the Navi Shortcut menu on top of the Map screen. Operate by touching the desired menu items or icons.



[] key :

Displays the Favourite & Frequent menu screen.

[Dest] key :

Displays the Top Menu screen of the navigation system.

[Route] key :

Displays the Route menu screen.

[Quick POI] key :

Displays the Search POI screen for nearby POI or POI on the route with five categories. You can customise the categories by touching the **[Setting]** key on the Quick POI screen. The five categories can also be customised from the Setting menu. → **"Quick POI Settings"** (P. 48)

[] key :

Repeats the current voice guidance.

[] key :

Hides the Navi Shortcut menu.

Location menu (Menu on scrolled map)

After scrolling the map by touching the Map screen, touch the [OK] key on the screen to display the Location menu at the left side of the screen. You can set the location under the cursor at the centre of the screen as the destination or store it to the Address Book.



[Back] key :

Returns to the scrolled Map screen before touching the [OK] key.

[New Dest] key :

Sets the location under the cursor as the destination. When a destination is already set, this old destination is cancelled as soon as the new destination is set.

[Add to Route] key :

When another location is already set as the destination, you can set the location under the cursor as a waypoint. Touching this key displays the Edit Route screen. Specify the desired order of passing to set the location as a waypoint. →

"Editing the route" (P. 37)

[Nearby POI] key :

Displays the Search menu screen of the POIs in the vicinity of the location under the cursor.

[Store Location] key :

Registers the location under the cursor in the Address Book.

[Delete] key :

When the cursor points at a registered location, pressing this key deletes this location from the Address Book.

Types of the map

There are two types of map: the 2D map and the 3D map. Such as the method of scrolling the map, some operation are different depending on the map types. Moreover, you can display two types of maps at the same time on the divided screen, and can change the map orientation. Change the map appearance according to your preferences. → **“Scrolling the Map”** (P. 20), **“Changing the map appearance”** (P. 20)

● 2D Map



The 2D map is a map screen represented to the plane just like the map of atlases. It is suitable for searching a destination and confirming the road or route.

●3D Map



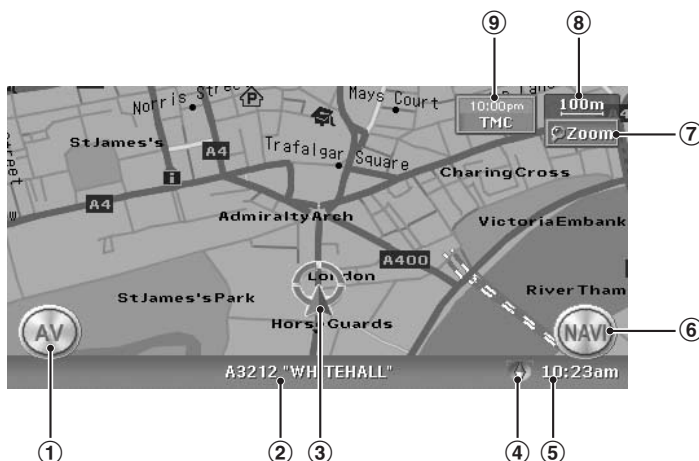
The 3D map is a map screen using a viewing position above the vehicle while looking in the direction of the car heading. It is suitable for understanding the image of the direction, because the perspective of the travelling direction can be adjusted as required.

Map Screen Features

Indicators on the map

Indicators displayed on the Map screen are different according to the conditions at that time. This section explains the main indicators displayed on the Map screen.

Indicators on the map of the current location



① [AV] key

Displays the Audio screen.

② Current street name

Shows the name of the current street.

③ Vehicle mark

Indicates the current location and direction of your vehicle. You can change this mark. → **"Vehicle Icon"** (P. 49)

④ Map bearing mark/GPS receiving status

Indicates the map orientation. You can change the map orientation. → **"Changing the map appearance"** (P. 20)

In addition, the receiving status of the GPS signal is indicated by the colour of the four corner frames enclosing the bearing mark.

Blue

:Receiving in 3D

Yellow

:Receiving in 2D

Red

:No signal received

⑤ Clock

Displays the current time.

⑥ [NAVI] key

Displays the navigation shortcut menu.

⑦ [Zoom] key

Touch this for zooming in/out the map. → **"Zooming IN/OUT the map"** (P. 20)

⑧ Map scale

Indicates the scale of the map currently displayed.

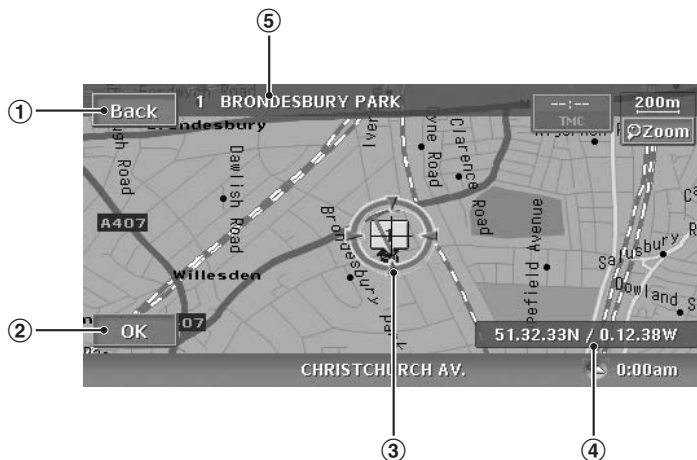
⑨ [TMC] key

The [TMC] key turns to green and the time that data was received in last is indicated in the upper area while receiving TMC information. Touching the [TMC] key displays the RDS-TMC menu screen. → **"TMC Traffic Information Settings"** (P. 47)

Map Screen Features

Indicators on the scrolled map

Indicators are displayed after scrolling the map. During scrolling, only the scroll cursor is displayed on the map.



① [Back] key

Returns to the map of current location.

② [OK] key

Displays the Location menu. You can set the location under the cursor as the destination or store this location. → **"Location menu (Menu on scrolled map)"** (P. 13)

③ Scroll cursor

Displayed when scrolling the map.

④ Latitude/longitude information

Displays the latitude/longitude information of the location under the cursor. Whether this is displayed or not can be set. → **"Map Scrolling Information"** (P. 48)

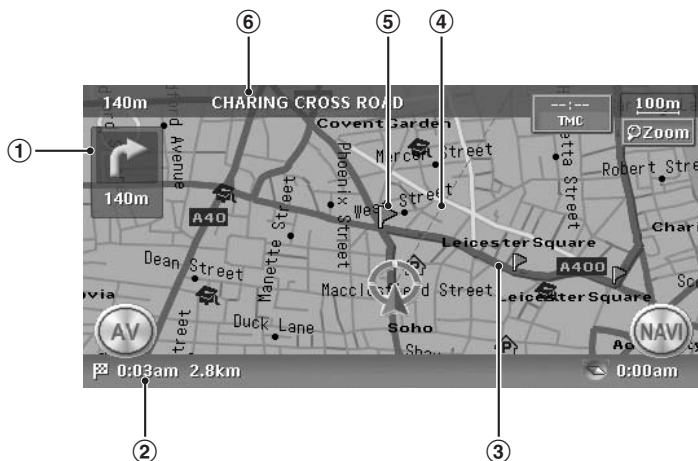
⑤ Location information

When moving the cursor on a Stored Location, destination, or waypoint, the place name will be displayed.

If the TMC icon is put together to the cursor, the TMC information is displayed.

Indicators displayed during the route guidance mode

After a destination is set and travelling is started, the guidance route and various guidance information are displayed on the map. → “Route Guidance Screen Features” (P. 34)



① Small Turn by Turn Arrow display

Displays the turning direction and distance to the next guidance point. Whether it is displayed or not can be set. → “Guidance Settings” (P. 46)
This indicator is not displayed on the divided screen display.

② Expected arrival time and distance to the destination

The expected time of arrival to the destination and the distance from the current location to the destination are displayed. The remaining time and distance to the next waypoint are displayed additionally, if at least one waypoint is existing.

③ Guidance route

The guidance route to the destination is displayed. The colour of the route can be changed. → “Route Colour” (P.49)

④ Destination direction

Indicates the direction to the destination from the current location.

⑤ Guidance point

Indicates the guidance point.

⑥ Next intersecting Road name and distance

The distance to the next guidance intersection and the name of the next intersecting road will be displayed when you get near to approx. 600 m or 600 yd (2 km or 1.4 mile for a motorway) to the intersection.

Map Screen Features

Map symbols

This navigation system indicates information such as roads and facilities using symbols and colours.

Colour of the roads

Motorways	:		(Yellow with red border)
Main roads	:		(Red)
Minor roads	:		(Yellow)

Map symbols (examples)

The following map symbols are displayed on the map.

	Municipal Office		Rental Car Company		University or College
	Military Base		Petrol Station		Hotel
	Airport		Historical Site		Restaurant
	Main Station		Science Museum·Art Museum		Shopping Centre
	Station		Tourist Information Centre		Supermarket
	Ferry Terminal		Park & Ride		Golf Course
	Service Area		Recreation Ground		Marina
	Parking Lot		Sports Complex		Marina
	Parking Garage		Library		Other Facilities

Landmark icons

Landmark icons are displayed on the Intersection map screen, etc. Whether they are displayed or not can be set. → “**Landmark Icon display**” (P. 46)

	Hospital		Petrol Station		Service Area
	Hotel		Restaurant		

Map Screen Features

TMC traffic information symbols

When the system receives RDS-TMC traffic information, detailed TMC traffic information on the route are displayed on the map. TMC traffic information is displayed on the map with symbols and congestion information colour. → “Traffic Information” (P. 41)

Example of TMC traffic information displayed

● Current location map screen with traffic information



● Screen of TMC traffic information on route



Symbols used for TMC traffic information

	Accident		Broken vehicle		Danger		Vehicle on wrong carriage way
	Traffic congestion		Delay		Roadworks		Closed road
	Contra flow		Lane restrictions		Road surface in poor condition		Slippery road
	Fog reduced visibility		Rain		Snow		Weather
	Wind		Information		Major events		

Congestion information colour

Closed	:	Purple
Jammed	:	Red
Moderate	:	Yellow
Free flow	:	Green
No data (unknown):		Not displayed (no colour)

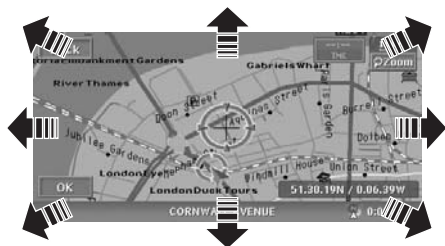
Manipulating the Map Screen

Scrolling the Map

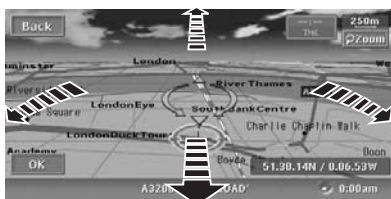
Touching the Map screen displays a cursor at the centre of the screen, and you can scroll the map. For the 2D map, touch the map to scroll the map towards the touched direction.

For the 3D map, touch the upper part of the map to scroll the map toward the touched direction, and touch the left or right part to rotate the map while touching.

2D Map



3D Map



[Back] key:

Returns to the current location map screen.

[OK] key:

You can set the location under the cursor as the destination or store the location to the Address Book. → "Location menu (Menu on scrolled map)" (P. 13)

Displaying the map of the current car location

When the [MAP] button on the main unit is pressed, the map around the current location is displayed with the vehicle in the centre of it. When the vehicle runs, the behaviour is the same.

Zooming IN/OUT the map

Touching the [Zoom] key on the Map screen displays the scale control keys.



The 2D map can be adjusted in 11 steps, and the 3D map in 10 steps.

[⊖] key:

Decreases the map scale, and shows the map of a wider area. Keep touching it to enter the Free Zoom mode.

[⊕] key:

Increases the map scale, and shows a more detailed map. Keep touching it to enter the Free Zoom mode.

[View] key:

Displays the Map View menu screen. → "Changing the map appearance" (P. 20)

Note:

The [View] key is not displayed while scrolling the map.

Changing the map appearance

The Map screen can be adjusted regarding orientation or appearance of the map.

Screen examples

• 2D Map



Manipulating the Map Screen

• 3D Map



• 2D/2D Map



• 2D/3D Map



Touch the **[Zoom]** key on the Map screen of the current vehicle location, then touch the **[View]** key at the bottom right of the screen. The Map View menu is displayed.

Note:

You can also adjust these settings from **[Navigation]** displayed when touching the **[Setting]** key from the Top menu. → **"Map View settings"** (P.46)



[Δ] / [▽] key:

Scrolls the Map View menu screen up or down.

[2D] key:

Changes to the map represented to the plane just like the map of atlases.

[3D] key:

Changes to the 3D map using a viewing position above the vehicle while looking in the direction of the car heading.

Note:

To change the 3D angle, set the **"3D Map Angle"** as mentioned below.

[2D/2D] key:

Displays two 2D maps right and left on the divided screen. This is convenient to view two maps with different scales.

Note:

To change the orientation or scale of the left map, set the **"Left Map Heading"** or **"Left Map Scale"** as mentioned below.

[2D/3D] key:

Displays a 2D map at the left and a 3D map at the right on the divided screen.

Note:

To change the orientation or scale of the left map, use the **"Left Map Heading"** or **"Left Map Scale"** below-mentioned.

"Turn list on Route":

During the route guidance mode: Set to ON to display the name, distance, and turning direction of the guidance intersection at the left of the screen.

• **[ON]**

Displays the Turn List screen.

• **[OFF]**

Hides the Turn List screen.

"Intersection Map":

Changes the setting of the Intersection Close-up display which displays the turning direction of the next guidance intersection.

• **[ON]**

Displays the Intersection Close-up display.

• **[OFF]**

Hides the Intersection Close-up display.

"Main Map heading":

Changes the orientation of the map. This control is available when the main map or the right map is set to 2D mode.

• **[Heading Up]**

The map is displayed with the travelling direction pointing up.

• **[North Up]**

The map is displayed with north pointing up.

"Left Map Scale":

Changes the scale of the left map. This control is available when a divided map mode is selected.

• **[-]**

Decreases the map scale, and shows a more detailed map.

• **[+]**

Increases the map scale, and shows the map of a wider area.

Manipulating the Map Screen

“Left Map heading”:

Changes the orientation of the left map. This control is available when the divided map screen is displayed.

- **[Heading Up]**

The map is displayed with the travelling direction pointing up.

- **[North Up]**

The map is displayed with north pointing up.

“3D Map Angle”:

Changes the angle of the 3D map. This control is available when the 3D map is displayed.

- **[Adjust]**

The angle control keys are displayed. You can raise the angle by touching the [**↑**] key, and lower the angle by touching the [**↓**] key.

[Hide Map] key:

Hides the map, and displays the screen containing only the next guidance point (Turn-by-Turn screen). This screen can also be displayed by long press of the [**Map**] button. When the navigation system is not in the route guidance mode, the screen with the direction of vehicle is displayed.

Outline of Destination Entering Procedures

To start route guidance, operate the navigation system with the following procedure:

- **Select the method of searching destination from the Destination menu screen, then search for the desired destination.**

Select a suitable searching method according to the place to search.



- **Confirm the position of the place found with the Set Location menu screen or Place menu screen, then set the destination.**

You can store the place found to the Address Book, or can confirm the information according to the place, as well as set it as destination.



- **Start the route guidance from the Set Route menu screen.**

You can also display other suggested routes, or confirm information of the route.

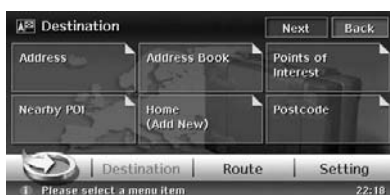
Other than the above procedure, you can also enter the destination by scrolling the map or from the Favourite & Frequent menu.

Setting destination by entering the address

This section explains the basic operation procedure to set the destination in detail, using the example to specify the destination by entering the address from the Destination Menu. Read this explanation thoroughly because this procedure is similar to other destination entering methods.

For other destination entering methods, see “**Entering the Destination**” (P. 26).

1. In the navigation mode, press the [MENU] button of the main unit.
The Top menu (Destination menu) of the navigation system is displayed.
2. Touch the [Address] key.
The Address input screen is displayed.



3. When the country name you wish to go is not displayed, touch the [Country] key (When the Address screen is displayed, the previous country name is displayed).
Then, the list of country names is displayed.



4. Touch the country name you wish to go.
The specified country name is displayed.



[▲] / [▼]

Scrolls the list up or down by one item.

[▲] / [▼]

Scrolls the list by one page.

5. Touch the [City] key.

Note:

You can omit the city name entry and directly enter a road name.



Outline of Destination Entering Procedures

6. Enter the city name you wish to go to by touching the characters on the screen, then touch the **[OK]** key.



[←]

Deletes the last entered character.

[Back]

Returns to the previous screen.

[All Cities]

Specify all cities of the specified country for the search.

[Last 5 Cities]

Displays the list of five city names recently used. Touch desired city name you wish to go to.

[All Clear]

Deletes all characters entered so far.

[A-Z]

Displays the alphabetic input keyboard.

[Accent]

Displays the accent characters input keyboard.

[0-9]

Displays the number input keyboard.

[Symbols]

Displays the symbol characters input keyboard.

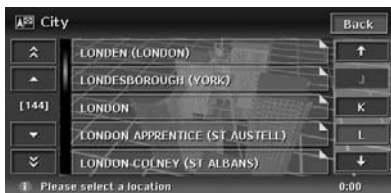
[OK]

Searches the map database using entered characters, and proceeds to the city name List.

Note:

- By touching the **[OK]** key, the city name list is displayed even if you do not enter all characters.
- During the character entry, the system shows the city name list automatically when the amount of matching cities is five or smaller.

7. Touch the city name you wish to go to. Then, the system returns to the Address input screen.



[(Alphabet)]

Scrolls the list to each initial letter.

The total number of list items is displayed at the left of the screen.

8. Touch the **[Street]** key.

The Street input screen is displayed.

Note:

You can omit the street name entry. By touching the **[OK]** key, proceed to step 13.



9. Enter the street name you wish to go to by touching characters on the screen, then touch the **[OK]** key. Enter by the same way as the city name entry. The street name list is displayed.



10. Touch the street name you wish to go to. Then, the system returns to the Address input screen.



Outline of Destination Entering Procedures

11. Touch the [**House No.**] key.
The house number input screen is displayed.



Note:

You can omit the house number entry. By touching the [**OK**] key proceed to step 13.

12. Enter the house number by touching numbers on the screen, then touch the [**OK**] key.
The Set Location menu is displayed. The place found is shown with “★” on the map.



Note:

The range of house numbers you can enter is displayed at the bottom of the screen.

13. Confirm the location, then touch the [**OK**] key.
The Set Route menu is displayed with the map around the place selected.



Note:

With this screen, you can register the place found or can search facilities (POI) around the place. → “**Set Location menu**” (P. 32)

14. Touch the [**Start**] key.
The route guidance will be started.



Note:

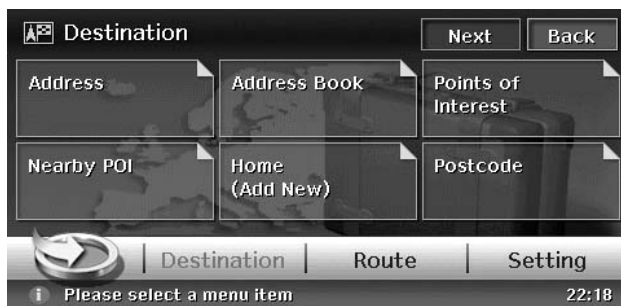
In this screen, you can also select among other suggested routes with a different routing priority condition, obtain additional route information, and set waypoints. → “**Set Route menu**” (P. 32)

3. Entering the Destination

Searching Your Destination from the Destination Menu

You can search for a destination from the Destination menu by using various methods. Use a suitable searching method according to the place you wish to go to.

Destination menu screen 1



Destination menu screen 2



1. Press the [MENU] button.

The Destination menu screen is displayed. Touching the [Next] key displays the next menu screen.

Note:

You can also display the Destination menu screen by touching the [Dest] key from the Navi Shortcut menu which is displayed by touching the [NAVI] key on the Map screen.

2. Touch the desired searching method.

For the operation procedure hereafter, see the explanation of each section.

By Address

For the operation procedure using the **[Address]**, see “**Setting destination by entering the address**” (P. 23)

By Address Book

Specifies a place registered in the navigation system as the destination.

Note:

To use this function, register places beforehand. → “**Address Book**” (P. 50)

1. Touch the **[Address Book]** key.
2. From the displayed Address Book list, touch the stored location you wish to go.
[Sort]
You can select the sorting method.
 - **[by Number]**: Displayed by the registered order.
 - **[by Name]**: Displayed by the alphabetical order of the name.
 - **[by Icon]**: Displayed the list classified by icon type.
 - **[by Group]**: Displayed the list classified by groups.

Note:

- You can store a new location by touching the **[None (Add New)]** key.
 - The **[by Icon]** or **[by Group]** key is enabled when there is at least one stored location with such information contained.
 - For storing or editing procedure, see “**Address Book**” (P. 50).
3. Confirm the location of the destination, then touch the **[OK]** key.
 4. Touch the **[Start]** key.

By Points of Interest (POI)

Select the category of the place, narrow down the data by specifying the area or entering the name, and then select the place you wish to go to. By touching the **[by Name]** key, you can also search a place by simply entering the name.

1. Touch the **[Points of Interest]** key.
2. Touch your desired category.
When a additional category list is displayed, touch a category again to select one.
3. Enter the city name and place name, then touch the **[OK]** key.
4. From the displayed place list, touch the place you wish to go to select it.
 - [by Name]**
The list is sorted by alphabetical order after pressing this key. This key is displayed when the list is set to the nearby order.
 - [by Dist.]**
The list is sorted by nearby order after pressing this key. This key is displayed when the list is set to the alphabetical order.
5. Confirm the location of the destination, then touch the **[OK]** key.
6. Touch the **[Start]** key.

By Nearby POI

Select the category of the place, then search for places around the current location.

1. Touch the **[Nearby POI]** key.
2. Touch your desired category.
When a additional category list is displayed, touch a category again to select.
3. From the displayed place list, touch the place you wish to go to select it.
4. Confirm the location of the destination, then touch the **[OK]** key.
5. Touch the **[Start]** key.

Searching Your Destination from the Destination Menu

Going Home

When your home address is registered, you can start route guidance to your home by a simple operation.

Note:

When your home address is not registered, register it by touching the **[Home (Add New)]** key. When the list of searching methods appears, register your home address by the desired method. You can also register your home from the **[Stored Data]** of the Navigation settings. → “**Home Location**” (P. 50)

1. Touch the **[Home]** key.
The route to your home is automatically calculated and the route guidance is started.

By Postal Code

You can search for destinations by entering the country name and the postal code of the place you wish to go to.

Note:

In some countries or districts, it may be hard to search specific places. In such cases, use postal code search as a subsidiary function of searching addresses.

1. Touch the **[Postcode]** key.
 2. Touch the **[Country]** key, and touch the desired country name.
 3. Touch the **[Postcode]** key.
The postal code input screen is displayed.
 4. Enter the postal code by touching numbers on the screen.
 5. Touch the **[OK]** key.
- For the rest of the procedure, read the sections that apply to the country of your residence.

● **When the [Country] is set to the United Kingdom or the Netherlands**

1. Touch the **[Pinpoint Search]** key.
[Area Search]
Displays the City name list that corresponds to the input postal code. Search a place by the same way of searching by address.
2. Confirm the location of the destination, then touch the **[OK]** key.
If a different place from where you wish to go to is displayed, touch the **[Back]** key to return to the previous screen, then perform the procedure of “When the **[Country]** is set to an other than the United Kingdom and the Netherlands” listed below.
3. Touch the **[Start]** key.

● **When the [Country] is set to an other than the United Kingdom and the Netherlands**

1. Touch the **[Area Search]** key.
2. Touch the desired City name to select.
The Address input screen is displayed.
3. If required, enter the Street name and House No., then touch the **[OK]** key.
4. Touch the **[Start]** key.

By Previous Destination

The destinations previously used are registered in the previous destination list (up to 100 locations). You can enter a destination by selecting it from this list. When the previous destination list exceeds 100 items, the oldest entries are automatically deleted.

1. Touch the **[Previous Destination]** key.
2. From the displayed previous destination list, touch the place you wish to go.
3. Touch the **[OK]** key.
4. Touch the **[Start]** key.

By Previous Starting Point

You can set the last start location as the destination. In case you want to set a return route from the reached destination, you can enter the new destination quickly using this method.

1. Touch the **[Previous Starting Point]** key.
2. Confirm the location of the destination, then touch the **[OK]** key.
3. Touch the **[Start]** key.

By the stored route

Selects a route previously registered, then set it as the new route.

Note:

To use this function, one or more registered routes are required. When a route is currently set, you can register this route by touching the **[None (Add New)]** key in case the route contains at least one waypoint. You can also register the current route using the Route menu. → “**Stored Route**” (P. 51)

1. Touch the **[Stored Route]** key.
2. From the displayed stored route list, touch the route you wish to set.
3. Touch the **[Start]** key.

By Motorway Entrance/Exit

You can search an entrance or exit of a motorway to set as the destination.

1. Touch the **[M-way Entrance/Exit]** key.
2. Touch the **[Country]** key, then touch the country name, if necessary.
3. Touch the **[Motorway]** key.
4. Enter the name of the motorway, then touch the **[OK]** key.
5. From the displayed Motorway list, touch the desired motorway to select.
6. Select the **[Entrance]** or **[Exit]** key.
7. From the displayed Entrance list or Exit list, touch the place you wish to go to select it.
[by Dist.]
The list is sorted by nearby order after pressing this key. This key is displayed when the list is set to the order along the road.
[on the Way]
The list is sorted by order along the road after pressing this key. This key is displayed when the list is set to the nearby order.
8. Confirm the location of the destination, then touch the **[OK]** key.
9. Touch the **[Start]** key.

By Intersection

You can specify an intersection as destination by entering the two crossing street names, and set them as destination.

1. Touch the **[Intersection]** key.
2. Touch the **[Country]** key, then touch the country name, if necessary.
3. Touch the **[City]** key, enter the city name, then touch the **[OK]** key.
The city name entry can be omitted.
4. From the displayed City list, touch the city to select it.
5. Touch the **[1st Street]** key, enter the street name, then touch the **[OK]** key.
6. From the displayed Street list, touch the street to select it.
7. Select the 2nd Street by a similar procedure as for the 1st Street.
8. Confirm the location of the destination, then touch the **[OK]** key.
9. Touch the **[Start]** key.

By City Centre

You can specify a city centre by entering the name of the city centre, and set it as the destination.

1. Touch the **[City Centre]** key.
2. Touch the **[Country]** key, then touch the country name, if necessary.
3. Touch the **[City]** key, enter the city name, then touch the **[OK]** key.
When you touch the **[OK]** key without entering a city name, a list of the all city centres in the specified country is displayed.
4. From the displayed City Centre list, touch the city centre to select it.
[by Name]
The list is sorted by alphabetical order after pressing this key. This key is displayed when the list is set to the nearby order.
[by Dist.]
The list is sorted by nearby order after pressing this key. This key is displayed when the list is set to the alphabetical order.
5. Confirm the location of the destination, then touch the **[OK]** key.
6. Touch the **[Start]** key.

Searching Your Destination from the Map Screen

You can search for a place by scrolling the map, and set it as the destination.

1. Scroll the map by touching the Map screen, and move the cursor to the place you wish to go to. Touch the [OK] key. → **“Scrolling the Map”** (P. 20)
2. Confirm the location of the destination, then touch the [New Dest] key.
3. Touch the [Start] key.

Note:

When you search a place far from the current location, change the map scale to search more quickly.

Searching for POI Using the Quick POI Function

By using the Navi Shortcut menu, you can enter a destination by searching a place near the current position or along the route quickly from five POI categories specified before in the Setting menu. When the destination has been set, you can specify POIs that you want to visit along the route as waypoints, and you can search them quickly.

You can customise the five categories in the Setting menu. → **“Quick POI Settings”** (P. 48)

1. Touch the [NAVI] key on the Map screen.
The Navi Shortcut menu is displayed.
2. Touch the [Quick POI] key.
The Quick POI screen is displayed.
3. Select a category by touching it.
The list of the nearby places or along the route of the selected category is displayed.
When the destination is already set, the following keys are displayed at the top of the screen.
[by Dist.]
The list of nearby POI ordered by the distance from the current location is displayed after pressing this key. This key is displayed when displaying the list screen of POI along the route.
[along the Route]
The list of POI along the route ordered by the distance from the current location is displayed after pressing this key. This key is displayed when displaying the list screen of nearby POI.
4. Select the desired place you wish to go to by touching it.
The route guidance to the destination will start. In case a route existed before the selected POI will be added as waypoint.

Searching Your Destination from the Favourite & Frequent List

You can enter a destination by selecting from the list of the registered favourite places or the places often visited.

For detailed usage of the Favourite & Frequent List, see “Using the Favourite & Frequent Menu” (P. 56)

By Favourite

You can enter a destination by selecting a place from the Favourite list registered beforehand.

1. From the Top menu or the Navi Shortcut menu, touch the  key.
The Favourite list screen is displayed.
When your desired icon is not displayed, touch the [◀◀] or [▶▶] key to scroll the list.
2. Touch the desired icon you wish to set as destination.
The Set Location menu screen is displayed.
3. Confirm the location of the destination, then touch the [OK] key.
4. Touch the [Start] key.

By Frequent

You can enter a destination by selecting a place from the Frequent list. The places often visited are registered to the Frequent list automatically.

1. From the Top menu or the Navi Shortcut menu, touch the  key.
The Favourite & Frequent List screen is displayed.
2. Touch the [Frequent] key.
The Frequent list screen is displayed.
When your desired icon is not displayed, touch the [◀◀] or [▶▶] key to scroll the list.
3. Confirm the location of the destination, then touch the [OK] key.
4. Touch the [Start] key.

Setting the Destination and Starting the Route Guidance

Set Location menu



From the Set Location menu displayed when setting the searched place as the destination, you can perform the following operations according to the conditions:

[OK] key :

Sets the location shown by the “★” on the map as the destination.

[Add to Route] key :

When a destination is already set, you can set the location of the “★” as a waypoint. Specify the order of passing when setting the location as a waypoint. → “Editing the route” (P. 37)

[Nearby POI] key :

You can search for a place of the specified category around the location of the “★”, and set it as the destination. The searching procedure is similar to the procedure for POI search. → “By Nearby POI” (P. 27)

[POI Info] key :

When the navigation system has information concerning the searched location, you can display this information by pressing the [POI Info] key.

[Store Location] key :

Register the location found to the Address Book.

[⊕] key :

Touching this key changes the map to the map scrolling screen. You can adjust the location of the searched place.

Note:

- The name of the road close to the cursor is displayed at the bottom of the screen.
- For the 2D maps, the road that will be set as destination blinks when the map scale is 200 m(1/8 mile) or smaller. When you set the following places as the destination, confirm the position of the blinking road:
 - Place where roads of ascending and descending have diverged
 - Place near the intersection of overpass
 - Place where no road exists in the vicinity

Set Route menu



When you enter the destination, the Set Route menu is displayed with the map showing the suggested routes. You can perform the following operations from this screen according to the situation:

Note:

If approx. 30 seconds pass without touching any key after this screen is displayed, the route guidance will be automatically started.

[Start] key :

Starts the route guidance to the destination.

[More Routes] key :

You can change to other suggested routes with a different priority condition. You can also set this from the Route menu. → “Selecting another route” (P. 39)

• [Shortest Time]

Shows the route of which the required driving time is shortest.

• [Minimise M-way]

Shows the route of which motorways are not used as much as possible.

• [Shortest Distance]

Shows the route of which the distance is shortest.

• [OK]

Changes to the specified route.

[Route Info] key :

Shows the information of the suggested route selected on the screen.

• [Preview]

You can confirm the route from the map.

Touching the [▶▶] key scrolls the map so that the cursor moves along the travelling direction of the suggested route. Touching the [◀◀] key scrolls the map so that the cursor moves to the opposite direction of travelling along the suggested route. Touching the [||] key stops scrolling temporarily.

- **[Simulation]**

Starts the simulation of the route guidance with moving the vehicle mark automatically.

Touching the [■] key stops the simulation temporarily, and the [▶] key restarts the simulation. Touching the [■] key stops the simulation, and returns to the previous screen.

[Add Way Pt.] key :

Adds waypoints to the suggested route displayed on the map. After the list of the place selection method is displayed, search and select places you wish to set as waypoints by using similar methods as for entering a destination. After the Edit Route screen is displayed, touch the **[Add Way Point.]** key. Up to five waypoints can be specified.

You can also set waypoints after starting the route guidance.→ **“Editing the route”** (P. 37)

4. Route Guidance

After you have entered the destination and started the route guidance, you will be guided along the route by screen display and by voice.

Route Guidance Screen Features

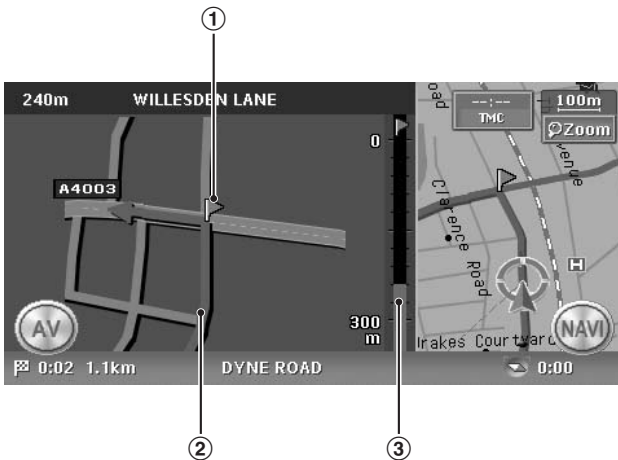
As well as the Map screen, various guidance screens are displayed during the route guidance mode according to the situation.

Intersection Map

When you get near to approx. 300 m or 300 yd (1 km or 1 mile for a motorway) from the next guidance point, the screen will be divided into two displays and the Intersection Map will be displayed on the left display.

You can set whether to display the Intersection Map screen or not. The factory setting is **ON**. →

“Changing the map appearance” (P.20)



① **Guidance point**

Indicates the next guidance point.

② **Guidance route**

Indicates the direction to travel.

③ **Remaining distance indication**

Indicates the remaining distance to the next guidance point with the bar gauge.

Turn list on Route

The screen is always divided into two displays and the Turn List on Route is displayed on the left display if Turn List on Route is activated. The Turn List contains the guidance points next to the vehicle position, and will change while travelling.

When you get near to the next guidance point, the left display is automatically changed to the Intersection Map.

You can set whether to display the Turn List screen or not. The factory setting is **OFF**. → “Changing the map appearance” (P. 20)



① [▲] / [▼] key

Scrolls the Turn List on Route screen. Touching the [▲] key displays the Turn List of the subsequent guidance points.

② Turn List

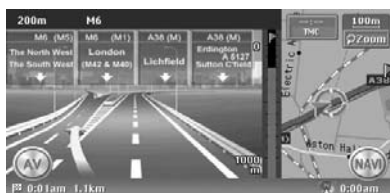
The list of the guidance points and turning directions are displayed from the items near to the vehicle position, and it will change while travelling.

Other guidance screens

From the Guidance settings menu of the Navigation Setting, you can set other functions such as displaying the small turn arrow or the intersection map. → “Guidance Settings” (P. 46)

●3D Junction View

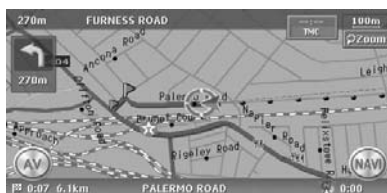
While travelling on the motorway, when you get near to approx. 1 km or 1 mile from the next guidance point with junctions, the screen will be divided into two displays and the information of the junction with a 3D image will be displayed on the left display.



●Small Turn Arrow on Map

The turning direction and distance of the next guidance point is displayed at the upper left of the screen.

This is not displayed when the divided map screen is displayed.



About the Voice Guidance

After starting the route guidance, not only guidance by screen but also guidance by voice, such as the turning direction or the distance to the guidance point, will be given when you get near to the guidance point.

You can set whether to use the voice guidance or not, and set the volume to be changed according to the vehicle speed. → “**Guidance Settings**” (P. 46)

Changing/Editing the Route Settings

From the Route menu, editing the current route, confirming the route information, setting the conditions of the route calculation, etc. can be performed.

Route menu screen



1. Press the **[MENU]** button of the main unit.
The Top menu screen is displayed.
2. Touch the **[Route]** key at the bottom of the screen.
The Route menu screen is displayed.

Note:

*You can also display the Route menu screen by touching the **[Route]** key from the Navi Shortcut menu which is displayed by touching the **[NAVI]** key on the Map screen.*

3. Touch the desired menu item.
For the operation procedure hereafter, see the explanation of each section.

Cancelling/restarting the route guidance

Canceling the route guidance

Terminates the route guidance during the route guidance mode.

1. Touch the **[Cancel Route]** key.
A confirmation message is displayed.
2. Touch the **[Yes]** key.
The route guidance will be terminated, and the destination and route will be deleted.

Resuming the cancelled route guidance

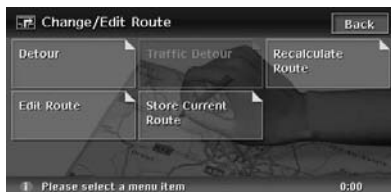
Restores the previous route, and restarts the canceled route guidance.

1. Touch the **[Resume Route]** key.
A confirmation message is displayed.
2. Touch the **[Yes]** key.
The route guidance will be restarted.

Changing/editing the route

Changes or edits the route currently specified.

1. Touch the **[Change / Edit]** key.
The Change/Edit Route menu screen is displayed.
2. Touch the desired menu item to select it.



Setting the diverting distance

Searches for a diverted route where the section from the current location up to the specified distance is avoided.

1. Touch the **[Detour]** key.
2. Touch the distance you want to avoid.
The route where the section of selected distance is avoided is automatically calculated, and the route guidance will be restarted.

Setting a diverted route using traffic information

You can change the route based on traffic information.

1. Touch the **[Traffic Detour]** key.
The diverted route is displayed with TMC traffic information taken into account.
When no diverted route is found, a message is displayed.
2. Confirm the diverted route, then touch the **[OK]** key.
The route with traffic information considered is automatically calculated, and the route guidance will be restarted.

Recalculating the route

After changing the conditions of the route calculation or when the status of the route is changed, you can recalculate the route if you want.

1. Touch the **[Recalculate Route]** key.
The route is automatically recalculated, and the route guidance will be restarted.

Editing the route

You can edit the current route.

1. Touch the **[Edit Route]** key.
The Edit Route screen is displayed.
2. Change settings by touching the desired setting item.
The route is recalculated with added or edited conditions.



[Destination]

You can enter a new destination.

[Add way Point]

Up to 5 waypoints can be specified. The specified waypoints are displayed by marks with the ordinal number for visiting.

[(Current destination name/Waypoint name)]

The edit screen is displayed. Only the destination/waypoints that have not been passed can be edited.

- **[Delete]** : Displays a confirmation screen. If you touch the **[OK]** key, the destination/waypoint is deleted.

Changing/Editing the Route Settings

-  : You can adjust the location of the destination/waypoint by scrolling the map.
- **[(Route calculation condition icon)]**
You can change the conditions of route calculation. When you change a condition, the route is recalculated with the specified condition. When waypoints are specified, you can set the condition for each section of the route.
-  :
Calculates the route of which the required time is shortest.
-  :
Calculates the route of which motorways are not used as much as possible.
-  :
Calculates the route of which the distance is shortest.

Storing the current route

Stores the current route. The stored route is registered. → “**Stored Route**” (P. 51)

1. Touch the **[Store current Route]** key.
A confirmation screen is displayed. Touching the **[Yes]** key stores the current route.

Note:

To register the current route, at least one waypoint is required.

Setting the conditions of the route calculation

You can customise the conditions of the route calculation beforehand.

Note:

The conditions set in the **Route Priority** menu screen are applied to the current route, the recalculation is performed automatically.

1. Touch the **[Route Priority]** key.
The **Route Priority** menu screen is displayed.
2. Touch the condition you wish to use.
Touching the **[Back]** key returns to the previous screen.



[Fastest Route]

Calculates the route of which the required time is shortest.

[Minimise Motorway]

Calculates the route of which motorways are not used as much as possible.

[Shortest Route]

Calculates the route of which the distance is shortest.

[Set Route Preferences]

Sets the detailed condition of the route calculation.

- **[Minimise Toll Roads]** : Minimises the use of toll roads.
- **[Use Time Restricted Roads]** : Uses roads with restricted usage time.
- **[Use RDS-TMC information]** : Considers the RDS-TMC information for routing.
- **[Use Avoid Area Settings]** : Takes a detour to avoid the registered Avoid Area.
- **[Use Ferries]** : Uses car ferries for routing.
- **[Auto Reroute]** : When leaving the suggested route during the route guidance mode, a new route is automatically recalculated.

Confirming the route information

Confirms various information of the current route.

1. Touch the **[Route Information]** key.
The **Route Information** menu screen is displayed.



[Route Info]

Displays the list of route information. The main guidance points from the current location to the destination are displayed by the list format. When there is a lot of information items, you can scroll the list by touching the **[↑]**, **[↓]**, **[↶]**, **[↷]** keys.

[Preview]

Confirms the suggested route by scrolling with the cursor on the map.

[Simulation]

Simulates the route guidance with moving the vehicle mark automatically.

Refer to the **[Route Info]** key in “**Set Route menu**” (P. 32) for details of **[Preview]** and **[Simulation]**.

Notes on the Route Guidance

Selecting another route

Changes the current route to another suggested route with different priority conditions.

Note:

When waypoints are set, this operation is disabled.

1. Touch the **[More Route]** key.
The More Route menu screen is displayed.
2. Touch the desired priority condition you wish to confirm.
The route of the specified priority condition is highlighted on the map.



[Shortest Time]

Shows the route of which the required time is shortest.

[Minimise M-way]

Shows the route of which motorways are not used as much as possible.

[Shortest Distance]

Shows the route of which the distance is shortest.

3. Touch the **[OK]** key.
The Set Route menu screen is displayed.
Touching the **[Start]** key starts the route guidance with the route you have selected.

Storing the track travelled

You can register the track which is the travelled path on the vehicle up to the current car position.

Note:

*The track is automatically recorded from the place of departure up to 100 km, and the current tracking from the current location up to 20 km can be registered for up to five tracks. You can select whether to display track traveled or not, and you can also register/edit it from the **[Navigation]** or the **[Stored Data]** of the navigation settings. → **"Tracking Display Settings"** (P. 47).*

1. Touch the **[Store Tracking]** key.
A confirmation screen is displayed. Touching the **[Yes]** key stores the current track.

Notes on the Route Guidance

- When you enter the destination, be sure to stop the vehicle in a safe place.
- The displayed route is only a suggested route.
- Roads can change every day, and may have changed in geometries and traffic regulations from the date the map data is created. Be sure to follow the actual traffic regulations.
- It may take a little time until the suggested route is displayed according to the situation.
- When the destination is entered, the current location map screen is displayed. When you set a remote position from the vehicle position as the starting point, the route may not be displayed on the screen.
- Roads where the vehicle cannot pass, such as roads in housing areas site or in installations, and roads under construction, and places where vehicles cannot pass, may be included in the suggested route.
- The passed waypoints are not included for route recalculation.
- When you set waypoints, the system calculates the routes between every point. Therefore, the following notes apply:
 - If a route between certain waypoints is not found, no route may be displayed.
 - The route may not be connected in the vicinity of a waypoint.
 - A U-turn may be required at a waypoint.
- The route calculation may not be completed in the following cases:
 - If there is no main road within a range of approx. 5 km (3 miles) from the current location.
 - If there is no main road within a range of approx. 5 km (3 miles) from the destination (or waypoints).

Notes on the Voice Guidance

- If the vehicle is too close to the destination. In this case, a message to inform you about this will be displayed.
- If it is impossible to reach the destination or waypoints because of traffic regulations, etc.
- If the map database does not contain the area data of the selected locations.
- If only an extremely roundabout route is available to reach the destination or waypoints.
- When displaying a route, the following may occur:
 - Even if a route calculation is requested on a main road, the start point of the suggested route may not exactly match the current vehicle location.
 - If a route calculation is requested on a main road, the end point of the suggested route may not exactly match the destination.
- If a route calculation is requested on a main road, the system may suggest a route starting from another main road. In this case, park the vehicle in a safe location and reset the vehicle mark using Setting menu, or continue driving until the vehicle icon appears on a main road. If either of these methods are not successful, request a route calculation again.
- Ferry lines are stored in this system. Take into consideration the travel time required and operational condition before deciding whether to use them or not.
- The current location or the travelling direction may shift according to the travelling condition. It is not a malfunction, and will return to a normal display when keeping travelling for a while.
- Though the vehicle position may shift in places other than the road such as in the parking lot, etc., it is not a malfunction. It will return to a normal display when travelling on an actual road for a while.
- In the current location display, a representative name of the place which is nearest to the vehicle position in the map database is displayed, it may be different from the actual place name.

Notes on the Voice Guidance

- The voice guidance may not match the actual roads or regulations. The cause of this can be that the actual roads and the data in the map database are different, or the vehicle speed.
- If the content of the voice guidance does not match the actual roads or regulations, follow the information acquired from the actual traffic or road signs.
- The voice guidance is activated only for intersections with certain conditions. There may be cases that the vehicle has to turn, but the voice guidance is not activated.
- The content of the voice guidance may vary, depending on the direction of the turn and the type of the intersection.
- The voice guidance timing will vary depending on the situation.
- The voice guidance is not available when the voice guidance function is not set to ON. Moreover, even when the voice guidance function is set to ON, if the voice guidance volume is set to a very low value, the voice guidance may not be audible. → **"Volume/Voice Settings"** (P. 52)
- The voice guidance will start when the vehicle enters the suggested route. Before entering the route, refer to the map screen for directions.
- When the vehicle approaches a waypoint, the voice guidance will say **"You have arrived at waypoint <1 to 5>"**. The voice guidance will switch to the next route section. Please refer to the map screen for directions until the next voice guidance is started.
- When the vehicle approaches a destination, the voice guidance will say **"You have arrived at the destination"**. For the remainder of the way, please refer to the map screen for directions.

5. Traffic Information

The system can receive RDS-TMC information, and can display these information on traffic conditions, congestion forecasts, and weather forecasts, etc. on the screen and on the map.

The RDS-TMC (Radio Data System-Traffic Message Channel) provides various information useful for driving using FM radio transmission. By using RDS-TMC, you can obtain or confirm event information on congestions, road works, and suspension of traffic, etc. around the route and the vehicle position. When information is received from the RDS-TMC, the latest receiving time is displayed in the upper part of [TMC] key on the Map screen.

Note:

- You can set the system to calculate routes that avoid the traffic incidents and congestions, etc. by using received RDS-TMC information.
- For the symbols used for the TMC, see “**Symbols used for TMC traffic information**” (P. 19).

Displaying the Traffic Information

RDS TMC menu screen



1. Touch the [TMC] key on the map.
The RDS-TMC menu screen is displayed.

Note:

- When the TMC provider name is included in the received data, the [TMC] key on the map contains the TMC provider name.
2. Touch the desired item, and confirm the information.

Note:

- By touching the [TMC Traffic Info Settings] key, you can change the settings for the TMC information indicators and the TMC provider. → “**Setting TMC traffic information**” (P. 43)

Displaying the Traffic Information

Displaying traffic information on the route

Confirms the traffic information on the current route.

1. Touch the **[Traffic Info on Route]** key.
The TMC event list is displayed in order of distance from the current location on the current route. The time of the event received is displayed on the right side of the list.
2. Touch the desired event.
Detailed information of the event is displayed. Touch the **[▲] / [▼]** key to Scroll the detailed information screen.



The position and the TMC traffic information symbol of the selected event information are displayed on the map.



Touch the **[Back]** key to return to the previous screen.

Displaying nearby traffic information

You can confirm all the traffic information that are within 50 km in the radius of the current location.

1. Touch the **[Nearby Traffic Info]** key.
The TMC event list is displayed in order of distance from the current location. You can confirm the detailed information by a similar way as for the **[Traffic Info on Route]** key.

Displaying traffic information on the map

You can confirm the information of all the TMC traffic information symbols displayed on the map.

1. Touch the **[Traffic Info on Map]** key.
[<] / [>]
Moves the TMC traffic information symbol on the map, and switches to detailed information of other events.

Note:

- To display the TMC traffic information on the map, touch the **[TMC Traffic Info Settings]** key, and set the "Traffic Info" to **ON**. → "Setting TMC traffic information" (P. 43)

Displaying TMC information on the weather

1. Touch the **[Weather]** key.
The TMC event list about weather is displayed in order of distance from the current location. You can confirm the detailed information by a similar way as for the **[Traffic Info on Route]** key. Detailed information is not displayed for events without information about the weather.

Displaying congestion forecast information

1. Touch the **[Traffic forecast]** key.
The TMC event list with congestion forecast information is displayed. You can confirm the detailed information by a similar way as for the **[Traffic Info on Route]** key.

Displaying traffic information on the registered user location

1. Touch the **[User Locations]** key.
The User Locations list and the map around the User Location is displayed.
2. Touch the desired User Location.
The map moves, and you can identify the TMC event by the TMC traffic information symbol.



You can edit/register a User Location by touching the desired list item.

[(User Location name)]

The Edit User Location screen is displayed. You can edit a registered User Location.

- **[Rename]** :Changes the User Location name.
- **[Delete]** :Deletes the User Location.
- **[OK]** :Terminates the editing, then returns to the previous screen.
- **[⊕]** :Changes the location of the User Location by scrolling the map.

[None (Add New)]

You can register a new User Location by the procedures similar to entering the destination.

Setting TMC traffic information

1. Touch the **[TMC Traffic Info Settings]** key.
The TMC Traffic Info Settings menu screen is displayed.
2. Touch the desired key on the screen to set it.



“Traffic Info on Map”

Switches ON and OFF the TMC traffic information display on the map. The factory setting is **ON**.

“Traffic Info Selection”

Switches ON and OFF the event information icon display for each event type. The factory settings are all **ON**.

You can set this for the following types of TMC traffic information event symbols :

[All Traffic Information], **[Accidents & Incidents]**, **[Traffic Status]**, **[Roadworks]**, **[Closures & Restrictions]**, **[Weather & Road Info]**, **[Information]**, **[Traffic Forecast]**, **[Weather]**

“Select TMC Provider”

You can select the TMC provider you want to use.

- **[Automatic]** :Uses the provider automatically selected.
- **[Manual]** :Uses the provider you select from the list of providers.

Note:

For the TMC provider setting, we recommend to set to **Automatic**.

Notes on the Traffic Information

TMC urgent information indication

When the system receives a TMC information of high urgency located within 10km from the vehicle position or within 50km on the route, the system displays the high urgency information automatically, with a priority higher than any other screen.

To return to the Map screen, touch the [OK] key.



Diverted routes with traffic information considered

When a TMC event is found on your route, a diverted route with traffic information considered is automatically displayed.

Confirm or cancel the diverted route, and touch the [OK] key to start the route guidance. If you do not do anything, the diverted route will not be used.

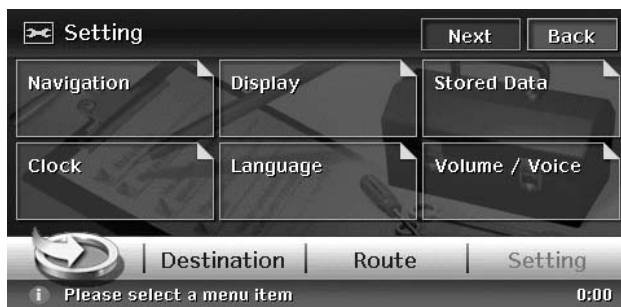
Notes on the Traffic Information

The information given by RDS-TMC is only a reference, it may not match the actual traffic conditions. Be sure to follow the actual traffic regulations and traffic conditions.

6. System Settings

You can set various settings of the navigation system from the Setting menu.

Setting menu screen 1



Setting menu screen 2



1. Press the **[MENU]** button of the main unit.
The Top menu screen is displayed.
2. Touch the **[Setting]** key at the bottom of the screen.
The Setting menu screen is displayed. Touching the **[Next]** key displays the additional Setting menu screen.
3. Touch the desired menu item.
For the operation procedure hereafter, see the explanation of each section.

Navigation Settings

When you touch the **[Navigation]** key from the Setting menu, you can set various settings or confirm the information concerning the navigation function.

Landmark Icon display

Switches ON and OFF Landmark icon display for each type.

1. Touch the **[Landmark Icons]** key.
The list of the Landmarks is displayed.
2. Touch the **[ON]** or **[OFF]** key of the desired icon type you wish to change the setting for. The types of Landmarks that can be set are the following five types. The factory settings are all **ON**. → **"Landmark icons"** (P. 18)
"Petrol Station"
"Restaurant"
"Service Area"
"Hotel"
"Hospital"

Map View settings

You can change settings concerning the map appearance.

1. Touch the **[Map View]** key.
The Map View menu screen is displayed.
2. Touch the desired menu item to set.
For details of the setting items, see **"Changing the map appearance"** (P.20).
However, the **[Hide Map]** key is not displayed on this screen.

Guidance Settings

You can change settings concerning the route guidance.

1. Touch the **[Guidance Settings]** key.
The Guidance Settings menu screen is displayed.
2. Touch the desired menu item to set.
 - [Route Guidance]**
Turns ON/OFF the route guidance. When you touch the **[OFF]** key, the route guidance is not available.
 - [3D Junction View]**
Shows/hides the 3D Junction guidance screen.
 - [Small Turn Arrow on Map]**
Shows/hides the Small Turn Arrow displayed at the upper left of the Map screen.
 - [Navi Interrupt on AV]**
Enables/disables the interrupt of the route guidance screen while displaying the Audio/VIDEO screen.
When the Route Guidance screen interrupts an audio screen, it always returns to the main Audio screen when the interrupt finishes.
 - "Set Average Speeds"**
When you touch the **[Manual]** key, you can set the average speed of the vehicle for each road type. The time required to the destination will be calculated in consideration of the speed set.
 - **"Auto"** :When you touch the **[ON]** key, the time required is automatically calculated. To set the average speeds manually, touch the **[OFF]** key.
 - **"(Name of road type)"** :Touching the **[+]** / **[-]** key increases/decreases the average speed by 5 km/h.
 - **"Reset"** :Touching the **[Reset]** key resets the average speeds to the factory settings.

Avoid Area Settings

You can register areas you do not want to pass or areas that often get congested as an Avoid Area. When you register the Avoid Areas, you can set the system to calculate routes avoiding the registered areas. → **“Setting the conditions of the route calculation”** (P.38)
Up to 10 Avoid Areas can be registered. You can edit the registered Avoid Areas.

Note:

You can also register/edit them from the **[Stored Data]** of the navigation settings. → **“Avoid Area”** (P. 51)

To register an Avoid Area

1. Touch the **[Avoid Area Settings]** key.
The list screen of Avoid Areas is displayed.
2. Touch the **[None (Add New)]** key.
3. Search the area to avoid by a similar way as for entering a destination.
The setting screen of the Avoid Area is displayed with the map of area found.
4. Touch the desired menu item to set.
[Rename]
You can change the name of the Avoid Area. Enter the name, then touch the **[OK]** key.
[Resize Area]
You can change the size of the Avoid Area in 5 steps. Touch the **[Large]**, **[▲]**, **[Medium]**, **[▼]**, or **[Small]** key.
[M-way]
You can set whether to avoid motorways passing the Avoid Area.
 - **[included]** :Avoided.
 - **[not included]** :Not avoided.**[Delete]**
Delete the current Avoid Area.
[⊕]
You can correct the location of the Avoid Area by moving the cursor on the map.
5. Touch the **[OK]** key.

To edit an Avoid Area

1. Touch the **[Avoid Area Settings]** key.
2. Touch the Avoid Area you wish to edit.
3. Touch the desired menu item to set, and set it by a similar way as for registering Avoid Areas. → Step 4 above
4. Touch the **[OK]** key.

TMC Traffic Information Settings

1. Touch the **[TMC Traffic Info Settings]** key.
The TMC Traffic Info Setting menu screen is displayed.
For details of the TMC settings, see **“Setting TMC traffic information”** (P.43).

Tracking Display Settings

The system can display track data for one trip (from ACC ON to OFF) from the place of departure up to a distance of 100 km on the map. The track from the current location up to 20 km can be registered for up to five tracks, and can be edited. The tracks on the map are displayed using the colour of the mark displayed left of the registered name.

You can also set the system to always display the current track.

Note:

You can also register/edit them from the **[Stored Data]** of the navigation settings. → **“Stored Tracking”** (P. 51)

1. Touch the **[Tracking Display Settings]** key.
The list of track data is displayed.
2. Touch the desired menu item.

To register a track

Registers the current track data.

1. Touch the **[None (Add New)]** key from the list of track data.
2. On the displayed confirmation screen, touch the **[Yes]** key.

To show/hide track

1. Touch the **[ON]** or **[OFF]** key from the list screen of track data.
The setting of the track data display is changed. To set to always display the current track, touch the **[ON]** key of the **“Current Tracking”**.

Navigation Settings

To edit a registered track

1. Touch the **[Edit]** key of “(Registered name)” from the list of track data.

For the “**Current Tracking**”, only the **[Map]** and **[Delete]** key are displayed.

[Map]

You can confirm the registered track data on the map.

[Rename]

You can change the name of the registered track data.

[Replace]

Deletes the registered track data, and register the current track data.

[Delete]

Deletes the registered track data.

[OK]

Terminates the editing, and returns to the list of track data.

Quick POI Settings

Note:

You can also set the categories of the Quick POI from the Navi Shortcut menu. → “**Navi Shortcut menu**” (P. 12)

You can customise the 5 categories of the Quick POI. In the factory settings, the following categories are registered:

“**Item 1**” : **[Petrol Station]**

“**Item 2**” : **[Restaurant]**

“**Item 3**” : **[Service Area]**

“**Item 4**” : **[Hotel]**

“**Item 5**” : **[Hospital]**

1. Touch the **[Quick POI Settings]** key.
The Item list of Quick POI is displayed.
2. Touch the desired Item of Quick POI you wish to change.
3. Touch the desired main category of Quick POI.
4. Touch the desired sub category of the Quick POI.
The system returns to the Item list of Quick POI.

Map Scrolling Information

You can set the information displayed on the scrolling map screen.

1. Touch the **[Map Scrolling Information]** key.
The Map Scrolling Information menu screen is displayed.

2. Touch the **[ON]** or **[OFF]** key of each item.

“**Address Book Icons**”

Shows/hides detail information display for icons of locations registered in the Address Book while scrolling.

“**TMC Traffic Icons**”

Shows/hides detail information display for icons of TMC traffic information while scrolling.

“**Destination/Waypoint Icons**”

Shows/hides detail information display for destination and waypoints icons while scrolling.

“**Latitude/Longitude Info**”

Shows/hides the latitude/longitude information displayed at the bottom right of the screen.

Adjusting Current Location

You can correct the vehicle position on the Map screen.

1. Touch the **[Adjust Current Location]** key.
2. Scroll the map so that the cursor points to the location you want to set as the vehicle position.
3. Touch the **[OK]** key.
4. Touch the  or  key to turn the arrowhead according to the direction of the vehicle.
5. Touch the **[OK]** key.

Display Settings

Resetting All Settings to Factory Defaults

You can reset all settings to return to the factory settings.

Note:

Though all the settings are reset, the registered data such as the Address Book, Stored Routes, stored track data, and Avoid Area, are not erased.

1. Touch the [**Reset All Settings to Default**] key.
2. From the displayed confirmation screen, touch the [**Yes**] key.

System Check

You can check the conditions of the navigation system.

1. Touch the [**System Check**] key.
The System Check screen is displayed, and the conditions of GPS and various sensors are shown.
The detailed situation of GPS is displayed by touching the [**GPS State**] key.
“GPS”

Display Settings

By touching the [**Display**] key from the Setting menu, you can change the map appearance, such as the colours of map, type of vehicle mark, and wallpaper.

Map Colour

Selects the colours of the map for daytime (when illumination is turned OFF) and for night time (when illumination is turned ON).

“**Map Color(Day)**” / “**Map Color(Night)**” :

Touch the [**Map Color 1**] or [**Map Color 2**] key, then select the map colours from the displayed map screen.

Vehicle Icon

Selects the type of the vehicle mark from 2 types.

“**Vehicle Icon**” :

Touch the desired mark you wish to use.

“GPS Antenna”

“Speed Pulse”

To check the Speed Pulse connection, move the vehicle a little.

“Reverse Signal”

To check the Reverse Signal connection, once move the gear lever to the back position.

“Gyro Sensor”

“Parking Brake”

To check the Parking Brake connection, once engage the parking brake.

“Illumination”

To check the Illumination connection, once turn the lights on.

“RDS-TMC”

Map Version Information

You can confirm the version number of the program of this navigation system and the map data here.

1. Touch the [**Version Info**] key.
The Navigation Version screen is displayed.

Route Colour

Selects the colour of the suggested route displayed on the Map screen.

“**Route Color**” :

Touch the desired colour you wish to use.

Wallpaper

Changes the colour of the background wallpaper.

“**Wallpaper**” :

Touch the [**Select**] key, then touch the desired wallpaper from the displayed list.

Note:

You can also change the wallpaper image by importing wallpaper image data via the USB port. → “Wallpaper” (P. 53)

Registering/Editing the Data

By touching the **[Stored Data]** key from the Setting menu, you can register the home address, addresses of facilities and places, routes, track data, and Avoid Areas. You can also edit the data registered.

The registered places or routes can be set as the destination or as the current route.

Home Location

Registers your home address. You can edit the registered home address.

To register the Home Location

The Home Location can be registered when the **[Home Location (Add New)]** key is displayed.

1. Touch the **[Home Location (Add New)]** key.
2. Search the location of your home by a similar way as for entering destinations.
3. Confirm the searched location, edit items if required, then touch the **[OK]** key to register it.

[Edit]

Edits the registered Home Location.

- **"Show Icon on Map"** : Shows/hides the home icon on the map.
- **"Icon"** : Changes the icon for the Home Location.
- **"Sound"** : Selects the sound heard when you get near the Home Location.
- **"Direction"** : Sets the approach direction for locations along roads with separated lanes for each direction.
- **"Distance"** : Sets the distance for locations along roads with separated lanes for each direction.
- **"Phone No."** : Registers the telephone number of your home.

[Store To Favourite]

Registers the Home Location to the Favourite List.

To edit the Home Location

1. Touch the **[Home Location]** key.
2. Touch the desired Item, then edit it.

[Edit]

Edits data by a similar way as for registering the Home Location. → **"To register the Home Location"** as Step 3 above.

[Delete]

Deletes the registered Home Location data.

[Store To Favourite]

Registers the Home Location to the Favourite List.

[OK]

Terminates the editing, then returns to the previous screen.

[⊕]

Adjust the location by scrolling the map.

Address Book

Registers locations. You can register up to 200 locations, and can also edit the registered locations.

To register Locations

1. Touch the **[Address Book]** key.
2. Touch the **[None (Add New)]** key.
3. Search for the location you wish to register by a similar way as for entering destinations.
4. Confirm the location found, edit items if required, then touch the **[OK]** key to register it.

[Edit]

Edits the Stored Location.

- **"Show Icon on Map"** : Shows/hides the Stored Location icon on the map.
- **"Name"** : Changes the name of the Stored Location.
- **"Icon"** : Changes the icon type for the Stored Location.
- **"Sound"** : Selects the sound heard when you get near the Stored Location.
- **"Direction"** : Sets the approach direction for locations along roads with separated lanes for each direction.
- **"Distance"** : Sets the distance at which the Sound is heard.
- **"Phone No."** : Registers the telephone number of the Stored Location.
- **"Group"** : Sets the group the Stored Location belong to.
- **"Swap Numbers"** : Changes the registration number of an Address Book entry. The number of the order of registration is initially specified automatically. In order to avoid that entries need to be deleted while changing the registration number, numbers can only be swapped with other entries.

[Store To Favourite]

Registers the Stored Location to the Favourite List.

Note:

The Address Book can sorted by the registration number, name, icon, or group. So we recommend you set these items for your convenience.

To edit a Stored Location

1. Touch the **[Address book]** key.
2. Touch the name of the Stored Location you wish to edit.
By touching the **[Sort]** key, you can change the listing order of the Address Book list.
Edit data by a similar way as for registering data.
→ “**To register Locations**” Step 3 (P. 50)

Stored Route

Registers the current route. You can register up to 5 routes, and can also edit the registered routes.

To register the current route

Note:

To register the current route, at least one way point is required.

1. Touch the **[Stored Route]** key.
2. Touch the **[None (Add New)]** key.
3. On the displayed confirmation screen, touch the **[YES]** key.

To edit the Stored Route

1. Touch the **[Stored Route]** key.
2. Touch the name of the Stored Route you wish to edit.
3. Touch the desired item, then edit it.
[Rename]
Changes the name of the Stored Route.
[Replace]
Replaces the Stored Route with the current route.
[Delete]
Deletes the Stored Route.
[OK]
Terminates the editing, then returns to the previous screen.
4. Touch the **[OK]** key.

Stored Tracking

By touching the **[Stored Tracking]**, you can register/edit the Stored Tracking, or change settings for show/hide of the Stored Tracking. The operation procedures are the same as for the Tracking Display Settings of the Navigation settings. → “**Tracking Display Settings**” (P. 47)

Avoid Area

By touching the **[Avoid Area]** key, you can set an Avoid Area. The operation procedures are the same as for the Avoid Area Settings of the Navigation settings. → “**Avoid Area Settings**” (P. 47)

Deleting registered data

You can delete various data stored in the navigation system.

1. Touch the **[Deletes Stored Items]** key.
2. Touch the item to delete.
[Home Location]
[All Stored Locations]
[All Stored Routes]
[Current Tracking]
[All Stored Trackings]
[All Avoid Areas]
[All Previous Destinations]
[Previous Starting Point]
[All Favourite items]
[All Frequent items]
3. From the displayed confirmation screen, touch the **[YES]** key.

Clock Settings

When you touch the **[Clock]** key from the Setting menu, you can set the clock display.

“On-Screen Clock” :

Shows/hides the clock display on the navigation screen.

“Clock Format” :

Changes the clock format to 12-hour/24-hour format.

“Daylight Saving Time” :

Selects whether to apply the daylight saving time or not.

“Offset Adjust” :

Adjusts the current time manually. The adjustment is applied as offset value related to

the time signal received via GPS. Touching the **[+]** or **[-]** key changes the time by 1 minute.

Normally, it is not necessary to adjust because time is received from the GPS signals automatically.

“Time Zone” :

Sets the time zone. You can select from the list of 74 regions including the **[Auto]** key.

When you touch the Auto key, the clock is automatically switched to the time zone of the country at the vehicle position.

Language Setting

By touching the **[Language]** key from the Setting menu, you can select the language used by the navigation system from the following nine languages:

[English (mile)] key :

[English (km)] key :

[Français] key :

[Deutsch] key :

[Español] key :

[Italiano] key :

[Nederlands] key :

[Português] key :

[Svenska] key :

[Dansk] key :

Volume/Voice Settings

By touching the **[Volume/Voice]** key from the Setting menu, you can set whether to activate the voice guidance function or not, and can adjust various voice related settings.

“Guidance Voice” :

Sets whether to activate the voice guidance.

“Vol:Normal Speed” :

Adjusts the volume of the voice guidance when the vehicle speed is normal.

“Vol:High Speed” :

Adjusts the volume of the voice guidance when the vehicle speed is high.

“Voice Announcements” :

Sets the number of repetitions of the voice guidance per guidance point.

“Beep Sound” :

Sets a beep sound and Favourite & Frequent menu operation sound to ON/OFF.

“Voice Feedback” :

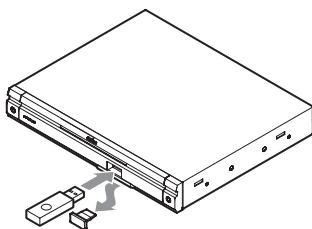
Sets whether voice feedback is provided when using voice commands or not.

Importing Data via USB Port

Touching the **[Import Data]** key from the Settings menu displays the Import Data menu screen. You can import the downloaded data from the Clarion homepage (<http://www.clarion-eu.com/>) into the hard disk drive through the USB memory stick. When you perform the operation of data import, confirm that the USB memory stick on which the relevant data is stored has been connected to the USB port.

To use the USB memory

1. Connect the connector of the USB memory stick to the USB port of the main unit after removing the cover of the USB memory and making sure the orientation of the terminal is correct.
Insert it surely until it stops.



⚠ CAUTION

Data may be broken when using USB memories sticks in the following situation:
When disconnecting the USB memory stick or turning the power off during writing or reading data.

When affected by static electricity or electric noises.

It is recommended that you back up your important data to a personal computer by using the USB memory stick.

Wallpaper

You can import wallpaper data stored in the USB memory stick into the hard disk drive. Touch the **[Import]** key of the **"Wallpaper"**, and operate according to the displayed messages. You can delete the data imported to the hard disk drive by touching the **[Delete]** key.

Safety Camera

You can import the location database of Safety Cameras stored in the USB memory stick to the hard disk drive. Touch the **[Import]** key of **"Safety Camera"**, and operate according to the displayed messages. You can delete the data imported to the hard disk drive by touching the **[Delete]** key.

Note:

- This function displays the locations of Safety Cameras on the map using the imported location database of the Safety Camera on the hard disk drive, and warns that the vehicle approaches the location. For details, see the Clarion's homepage.
- Be sure to import the location database of Safety Cameras when the vehicle is stopped. The message saying "Reading" disappears when the import is finished. If the vehicle starts to move before the message saying "Reading" disappears, the import will be cancelled.

Service Options

Touching the **[Service Option]** key in the Setting menu displays the Service Option menu screen. You can perform the operation such as displaying a demonstration of the navigation system, backup or restore of stored data, and resetting to the factory settings.

Demonstration

Displays the demonstration of the route guidance.

"Demo" :

Touch the **[Select]** key, then touch the desired demonstration course to play.

Setting Safety Camera

Backing up User Data

You can back up the data currently stored in the navigation system to USB memory.

Note:

This function saves all data: the data of the Stored Locations, the route data, the data registered in Favorite & Frequent List, the setting data of the Settings menu, and data (wallpaper, Safety Camera) imported from USB memory.

“Backup of User Data” :

When touching the [**Backup**] key, a screen with a confirmation message appears. Operate according to the guidance on the screen displayed.

Restoring User Data

You can restore data backed up via USB memory to the hard disk.

Note:

When you perform backup/restore of data of two different navigation systems, the stored data on the restored system will be lost. Be sure to back up data of the system to restore to before performing the restore operation.

“Restore User Data” :

When touching the [**Restore**] key, a screen with confirmation message appears. Operate according to the guidance on the screen displayed.

Setting Safety Camera

Touch the [**Safety Camera**] key of the Setting menu to set the Safety Camera.

Note:

These settings are enabled when the Safety Camera data is stored in the hard disk. → “Safety Camera” (P. 53)

“Show Icon on Map” :

Turns ON/OFF the Safety Camera Icon display on the map.

“Warning & Sound” :

Turns ON/OFF both of the warning indication and alarm sound when the vehicle gets near a Safety Camera location.

Resetting to the Factory Settings

You can return the navigation system to the status after purchase.

Note:

When the system is reset to the factory settings, all stored data is erased. It is recommended that you backup all data you want to keep.

“Reset to Factory Setting” :

When touching the [**Reset**] key, a screen with confirmation message appears. Operate according to the guidance on the screen displayed.

Screen Adjustment

The position and sharpness of the displayed screen can be adjusted.

“Screen Adjustment” :

After touching the [**Adjust**] key, adjust the screen position by touching the [◀], [▲], [▶] and [▼] key. Touch the [1] or [2] key to select a setting at which the screen is displayed clearly.

Monitor Adjustment

You can customize the various monitor settings by the following operations.

Setting the Screen mode

The system has two screen modes: the Day mode and Night mode. Each mode has the own dimmer setting. You can select these modes temporarily by performing the following operation. This setting will automatically return to the Auto mode when turning the car lights on/off or turning off the ignition switch.

- The factory default setting is "Auto".

1. Press the **[MENU]** button to display the Menu screen.

2. Touch the **[Day]**, **[Night]**, or **[Auto]** key to set the Screen mode.

[Day]:

Set the dimmer level temporarily to the Day mode (brighter).

[Night]:

Set the dimmer level temporarily to the Night mode (dimmer).

[Auto]:

The dimmer level is changed according to the status of the car light:

When the car light is off: Day mode

When the car light is on: Night mode

3. Touch the **[Back]** key to return to the previous screen.

Note:

- When the navigation system is connected, this setting also works upon the Color mode of the navigation system.

Adjusting the Dimmer, Bright, Color, Contrast, and Hue level

Note:

- The Bright, Color, Contrast, and Hue settings can be adjusted only when a video image is displayed on the screen, and the car is stopped with applying the parking brake.
- The Hue setting can be adjusted only when the NTSC mode is selected.
- The navigation screen has own dimmer setting separately from the AV screen. The dimmer adjustment in a mode does not affect each other screen.
- The CCD camera image cannot be adjusted directly. Perform the adjustments when displaying a video image of the other source.

1. Press the **[MENU]** button to display the Menu screen.

2. Touch the **[Monitor]** key to display the Monitor Settings screen.



3. Touch the **[Dimmer]**, **[Bright]**, **[Color]**, **[Contrast]**, or **[Hue]** key you wish to adjust, then touch the **[◀]** or **[▶]** key to adjust the level.

[Dimmer]:

Adjusts the panel brightness when the car lights are ON or OFF.

[▶]: Press to make image brighter.

[◀]: Press to make image dimmer.

[Bright]:

Adjusts the brightness of the display.

[▶]: Press to make image brighter.

[◀]: Press to make image dimmer.

[Color]:

Adjusts the color saturation.

[▶]: Press to increase color depth.

[◀]: Press to decrease color depth.

[Contrast]:

Adjusts the contrast of the display.

[▶]: Press to make contrast higher.

[◀]: Press to make contrast lower.

[Hue]:

Adjusts the tone of color (red is emphasized or green is emphasized).

[▶]: Press to increase green.

[◀]: Press to increase red.

4. When the adjustment completes, touch the **[Back]** key to return to the previous screen.

7. Using the Favourite & Frequent Menu

What is the Favourite & Frequent List?

The Favourite & Frequent list is a screen which lists your favourite places and the places often visited with visual 3D icons. You can display the Favourite & Frequent list by easy operations from the menu screen of the navigation system and the map screen, and specify your desired item as the destination. You can also customise the Favourite & Frequent list when the Angle is changed to the 2D list screen.

Using Favourite & Frequent List

Favourite & Frequent List

Favourite

You can register up to 16 favourite places. The favourite places can be registered from the Frequent by moving icons (drag and drop). In addition, you can register your home address from the **[Home Location]** key of the **[Stored Data]** key, in the navigation settings, or places from **[Address Book]**. → “**Home Location**” (P.50), “**Address Book**” (P.50)

Frequent

The system automatically registers the places entered as the destinations in the past. Up to 16 places, where the number of times you entered as destination is higher than others and the date is newer than others, are registered and sorted automatically. → “**2D List screen**” (P.58)

Displaying Favourite & Frequent List

To display the Favourite & Frequent List screen, press the **[MENU]** button and touch the  key from the Top menu, or press the **[MAP]** button and touch the  key from the Navi Shortcut menu.

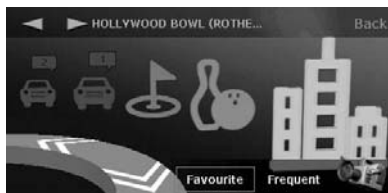
Touching the **[Favourite]** or **[Frequent]** key toggles the screen. Large icons which indicate the category of registered places are displayed in each screen.



Switching Angle

Touch the  key to switch the viewing angle.

- **3D List screen**

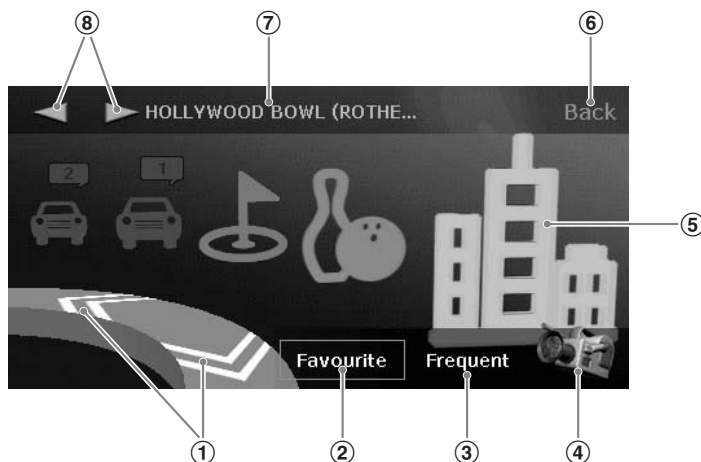


- **2D List screen**



Favourite & Frequent menu

3D List screen



① [◀▶] key

Scrolls the list to display other icons. Up to 5 icons are displayed on the screen.

② [Favourite] key

Switches to the Favourite list screen.

③ [Frequent] key

Switches to the Frequent list screen.

④ [Car] key

Changes the viewing angle of the screen by switch to the 2D screen.

⑤ Icon

Indicates the category of each registered place. For the rotating icon, the registered name is displayed at the upper left of the screen. By touching the desired icon, you can set the registered place as the destination. →

“Searching Your Destination from the Favourite & Frequent List” (P. 31)

For the Favourite & Frequent list items registered from the Stored Locations, the number in the Address Book of a particular entry is displayed together with the icon.

⑥ [Back] key

Returns to the previous screen.

⑦ Registered name/Place name

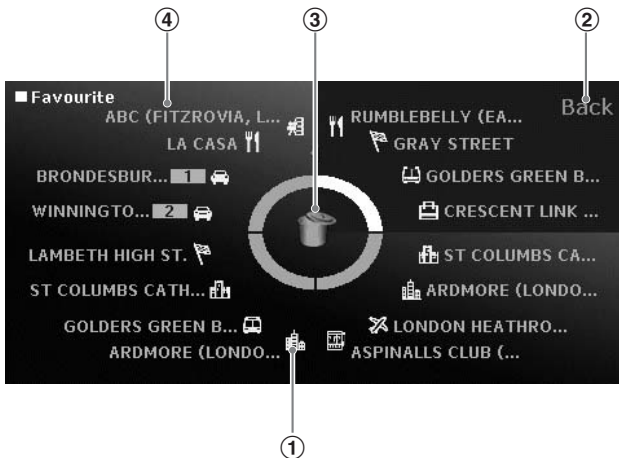
Displays the registered name, place name, or facility name of the place which is selected (rotating icon).

⑧ [◀▶] key

Selects the previous or next icon. When an icon is selected, you can confirm the registered name of the icon.

Using Favourite & Frequent List

2D List screen



① Icon

Indicates the category of a registered place. The icon can be moved by touching and dragging it. Thus, you can change the location of the desired icon in the list, or drop the desired icon to the Trash icon to discard it or to the Folder icon to store it to the Favourite List.

② [Back] key

Returns to the 3D List screen.

③ Trash/Folder

In the Favourite List screen, the Trash icon is displayed. You can discard the desired icon by dragging and dropping it to the Trash icon.

In the Frequent list screen, the Folder icon is displayed. You can move the desired icon to the Favourite list by dragging and dropping it to the Folder icon.

④ Registered name/Place name

Displays the registered name, place name, or facility name of the place which is selected.

8. Voice Command Operations

This navigation system has a built in voice recognition function. You can perform fundamental operations by saying the corresponding voice commands.

Note:

- The supported languages by the voice command function are English, French, German, Italian, Dutch and Spanish. You can perform voice command operations after switching to a supported language. For details of switching languages, please see the "**Language Setting**" (P. 52).
- When the language setting is set to Swedish, Portuguese, or Denmark, [Voice] button is not available.

Voice Command Features

Voice Command menu



① [↶]/[↷] key

Displays the previous page or next page of the Voice Command list. You can also operate by saying "Previous Page" or "Next Page".

② Voice Command list

This is the list of the commands for voice operation. The available commands at that time are displayed in yellow. You cannot operate by touching this list.

③ [Map] key

Suspends the voice recognition, and returns to the Current position screen. You can also achieve this by saying "Map".

④ [?] key

Suspends the voice input listening mode, and displays the available command list. Touching this again returns to the voice input listening mode.

⑤ [Back] key

Returns to the previous screen. When the voice command operation is suspended, returns to the voice input listening mode.

⑥ Voice input waiting time indication bar

Indicates the time remaining of the voice input listening mode. Say the desired command during the blue bar is displayed. The system returns to the previous screen when the blue bar runs out.

Note:

Various operation advices are displayed according to the status at the bottom of the screen. You can refer to them while operating the voice recognition.

List of the Voice Commands

Example of voice command operation

This section provides an example of the destination entry by inputting the location stored in the Address Book by voice.

1. Press the **[VOICE]** button.
The announcement for the user to say the desired command and a beep sound are heard.

2. Say **"Address Book"**.
When the voice command is recognised, the system will respond with a feedback message, display the list screen of the Address Book, then enter the voice input listening mode.

Note:

If you say the voice command before a beep sound is heard, the voice command cannot be recognized.

3. Say the number of the desired list entry.
The registered place of the number said will be set as the destination.

List of the Voice Commands

The following table lists the fundamental command examples which can be input during the voice input wait mode entered by pressing the **[VOICE]** button, classified by the usage.

Note:

- You can omit the term enclosed by ().
- Touching the **[?]** key displays the voice commands usable at that operating condition. You can refer to them.

● Common voice commands available anytime during voice input

These are the commonly usable commands in any condition during the voice input operation.

Operation	Command
Terminates the voice operation, and displays the current location map screen.	"Map" "Current Position", "Display/Show Map", "Go to Map", "(Show me) Where am I", "Current Location"
Cancels the immediately precedent voice operation, and returns to the previous voice input wait mode.	"Back"
Displays the next page of voice command list displayed on the screen.	"Next (page)"
Displays the previous page of voice command list displayed on the screen.	"Previous (page)"
Displays the screen displayed when touching the [?] key (Voice Help screen).	"(Voice) Help" "What can I say?"

● Voice commands for changing the map appearance

Say **"(Change) map view"** → then say the following command.

Operation	Command
Displays the 2D map.	"2D"
Displays the 3D map.	"3D"
Displays the 2D/2D maps on the split screen.	"(split screen) 2D (and) 2D"
Displays the 2D/3D maps on the split screen.	"(split screen) 2D (and) 3D"
Changes the map orientation to heading up.	"Heading up"
Changes the map orientation to North up.	"North up"
Displays the turn list.	"Turn list on" "Show turn list"
Hides the turn list.	"Turn list off" "Hide turn list"

List of the Voice Commands

Operation	Command
Turns on the traffic information display on the map screen.	"Show traffic information" "Traffic information on"
Turns off the traffic information display on the map screen.	"Hide traffic information" "Traffic information off"

●Voice commands for changing the map scale

Say **"(Change) zoom (level)"/"(Change) scale"** → then say the following command.

Operation	Command
Increases/decreases the map scale by one step.	"Zoom in/out"
Changes to the specified map scale.	"XX m (scale)" "XX mile (scale)"
Changes the map scale to minimum.	"Minimum (scale)"
Changes the map scale to maximum.	"Maximum (scale)"

●Voice commands for entering destination

Say **"(Find) Destination"** → then say the following command.

Operation	Command
Sets the home address as the destination.	"(My) Home" "Go/Return to (my) home", "Set destination to (my) home"
Enters from the Address Book.	"(From) Address Book"
Enters from the Nearby POI.	"(From) Nearby POI"
Enters from the Previous Destination.	"(From) Previous destination"

●Voice commands for setting voice guidance

These are the commands to change settings of the voice guidance during route guidance.

Operation	Command
Sets the route guidance voice setting to ON.	"Voice guidance on" "Activate (the) voice guidance"
Sets the route guidance voice setting to OFF.	"Voice guidance off" "Deactivate (the) voice guidance"
Increases the volume of the guidance voice.	"Voice guidance Volume up"
Decreases the volume of the guidance voice.	"Voice guidance Volume down"
Repeats the immediately previous voice guidance.	"Repeat (voice) guidance"

Notes on the Voice Command Operations

- When operating the system by voice, it is necessary to reduce the surrounding noises to be recognised correctly. Follow the following guidelines.
 - Close the windows.
 - Say commands clearly and correctly toward the microphone.
 - Refrain from other conversations while voice input.
- After the announcement request to say commands is heard, say commands during the blue bar is displayed on the voice input listening time indication bar. The system returns to the previous screen when the blue bar runs out.
- Voice commands may not be recognized correctly. Use it as an assistance for the system operation only.

9. Others

Troubleshooting

Problem	Cause	Remedy
RDS-TMC		
The provider of RDS-TMC is not automatically selected.	The aerial is not connected.	Confirm the connection of the aerial.
	[Manual] is selected on the Select TMC Provider screen.	Select [Automatic].
The menu screen is not displayed.	Certain keys/functions are not available for your safety during driving.	Menu is displayed again when the vehicle is stopped in a safe place.
Too many landmark icons are displayed on the map.	According to system settings, many landmark icons are displayed according to the current location.	You can set the system not to display landmark icons. “ Landmark Icon display ” (P. 46)

Error Messages

Error Message	Cause	Remedy
USB memory device		
ACCESS ERROR The USB memory device cannot be accessed.	The USB memory is not connected correctly.	Connect the USB memory again.
	The USB memory is not recognised.	Connect another USB memory.
Hard Disk Drive		
TEMP ERROR Cannot operate correctly due to high temperature. Please wait until temperature becomes normal again.	The HDD cannot be accessed because the temperature in the vehicle is extremely high.	Please wait until the temperature becomes appropriate.
TEMP ERROR Cannot operate correctly due to low temperature. Please wait until temperature becomes normal again.	The HDD cannot be accessed because the temperature in the vehicle is extremely low.	Please wait until the temperature becomes appropriate.
ACCESS ERROR Malfunction occurred in the HDD. Please consult your nearest dealer.	The HDD cannot be accessed. The sectors or clusters of the HDD may be damaged.	Please consult your nearest dealer.

About the Positioning Error

Error of the vehicle position

When the vehicle travels, this system learns the distance and the direction advanced on the map from the travelling data and corrects the position accordingly. (distance coefficient/learning function). Therefore, some initial travelling data is required for proper operation. According to the travelling situation and condition of the GPS satellites, the position of the vehicle position mark and the actual vehicle position may be different, but this is not a malfunction.

Effective method to avoid the positioning error

When you use the system for the first time, dislocation may appear as the travelling data is few. Though, after travelling for a while on a road where the signal from the GPS satellites can be received well (such as national roads, principal main roads, and principal minor roads), the vehicle position mark will be displayed accurately on the map. It is possible to train the system in a short time when applying the following method: Travel about 15 to 20 km on a smooth road where there is no barrier in the sky like tall buildings or forests (GPS signals can be received well) at a constant speed of 25 km/h or more (try to avoid frequent acceleration and moderation).

Specifications

GPS aerial

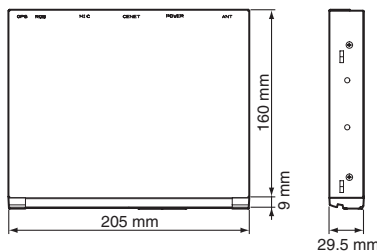
Mode: Microstrip flat aerial
Dimension: 30.4 (W) x 11.7 (H) x 35.5 (D) mm
Impedance: 50 Ohm

Navigation System

GPS receiving frequency: 1575.42 MHz, C/A Code
Sensitivity: -130 dBm or better
Number of GPS channels: 15 channels
Voice synthesis: ADPCM, Sampling frequency: 11.025 kHz
Power supply voltage: +14 V
Ground: Negative
Current consumption: less than 3.0 A
Dimensions (main unit): 205 (W) x 29.5 (H) x 169 (D) mm

Configuration

●Dimensions (main unit)



Main unit: 205 (W) x 29.5 (H) x 169 (D) mm
USB port opening: 17.5 (W) x 9 (H) mm

Note:

Specifications and design are subject to change without notice for future improvement.



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CE DECLARATION of CONFORMITY

We **Clarion Europa GmbH**

(supplier's name)

Hessenring 19-21, 64546 Mörfelden-Walldorf, GERMANY

(address)

declare under our sole responsibility that the product

NAVIGATION with TMC system

MODEL: NAX983HD

Product code: QY5004EC

TYPE: 1042935

(name, type or model, possibly sources and numbers of items)

to which this declaration relates is in conformity with the following
standard(s) or other normative document(s)

EN 55013:2001 + A1, EN 55020:2002 + A1

(title and/or number and date of issue of the standard(s) or
other normative document(s))

(if applicable) following the provisions of **2004/108/EC** Directive.

And following the provisions of **2004/104/EC** Directive,
according to paragraph 3.2.9 of Annex I,
meets the limits defined in paragraph 6.5, 6.6, 6.8 and 6.9 of Annex I

Map Data built-in updates from the previous model: NAX973HD
(supplier's comment)

Mörfelden-Walldorf GERMANY

06 MAR 2008

(Place and date of issue)

Susumu Yamakawa

President

(name and signature or equivalent
marking of authorized person)

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2008/4(Y-YI)



280-8674-00

VAROITUS

- Tätä navigointijärjestelmää ei saa käyttää korvaamaan omaa harkintaasi. Mitkään navigointijärjestelmän antamat reittiehdotukset eivät koskaan saa ohittaa paikallisia liikennesääntöjä, omaa harkintaasi ja/tai turvallisen ajokäyttäytymisen tapoja. Jätä noudattamatta navigointijärjestelmän ehdottamia reitityksiä mikäli ne; johtaisivat vaarallisen tai lainvastaisen ajoliikkeen tekemiseen, saattaisivat sinut vaaralliseen tilanteeseen tai toimimaan vastoin liikennesääntöjä tai opastaisivat sinut ei-turvalliseksi pitämällesi alueelle.
- Navigointijärjestelmän antamia ohjeita tulee pitää ainoastaan ehdotuksena (ehdotuksina). Navigointijärjestelmää käytettäessä saattaa syntyä tilanteita joissa; navigointijärjestelmä ilmoittaa ajoneuvosi sijainnin virheellisesti, jättää ehdottamatta lyhyintä reittiä päämääräsi ja/tai se ei anna opastusta haluamaasi määränpäähän. Tällaisissa tilanteissa sinun tulee tukeutua omaan harkintaasi ajamisessasi ja sinun tulee huomioida kullakin hetkellä vallitsevat ajo-olosuhteet.
- Älä käytä navigointijärjestelmää hätäpalveluiden reittittämiseen. Järjestelmän tietokanta ei sisällä täydellistä tiedostoa hätäpalveluiden suorittajista. Tällaisia hätäpalveluiden suorittajia ovat mm. poliisi, palolaitokset, sairaalat ja ensiapuasemat. Muista käyttää omaa harkintaasi ja mahdollisuutta kysyä tällaisissa tilanteissa muilta ajo-ohjeita.
- Ajoneuvon kuljettajana vastaat aina itse liikenneturvallisuudestasi.
 - Liikenneonnettomuuksien taikka liikennerikkomusten välttämiseksi sinun tulee muistaa, että vallitsevat liikenneolosuhteet ja liikennesäännöt ovat ensisijaisia navigointijärjestelmän sisältämään tietoon verrattuna.
 - Tästä seuraa, että ohjelmisto saattaa sisältää epätarkkaa tai puutteellista tietoa, joka johtuu ajan kulumisesta, muuttuneista olosuhteista ja ohjelmiston luomiseen käytettyjen tietolähteiden luonteesta. Muista aina ajaessasi huomioida vallitsevat liikenneolosuhteet ja liikennesäännöt.
 - Tämä navigointijärjestelmä ei sisällä satika vastaa millään muodoin; tiedoista, jotka koskevat tieliikennelainsäädäntöä, nopeusrajoituksia, tieolosuhteita, mukaan lukien tien kaltevuutta, luokitusta ja/tai tien pinnan olosuhteita, liikennöintiä haittaavien/rajoittavien tietojen mukaan lukien siltojen ja tunneleiden korkeus- ja leveystietoja ja/tai muita kulloinkin vallitsevia liikennöinti- ja/tai tieolosuhteista. Muista aina luottaa ajaessasi omaan harkintaasi ja huomioi kulloinkin vallitsevat ajo-olosuhteet.
- Minimoi ajon aikana järjestelmän näytön katselemiseen käyttämäsi aika.

Advarsel

- Dette navigasjonssystemet bør ikke benyttes som en erstatning til Deres egne vurderinger og veivalg. Navigasjonssystemets anbefaling av rute må aldri benyttes dersom denne er i strid med eller tilsidesetter lokale trafikkreguleringer, deres egne vurderinger eller skjønn og/eller gjeldende regler og praksis for sikker kjøring. Se bort fra ruteanbefalinger fra navigasjonssystemet hvis slike anbefalinger enten skulle medføre at De måtte utføre en farlig eller ulovlig manøver, sette Dem eller noen i en farlig situasjon, eller dirigere Dem inn i et område De vurderer som usikkert.
- Anbefalinger som navigasjonssystemet gir må bare anses som forslag. Det kan oppstå situasjoner hvor navigasjonssystemet feil oppgir kjøretøyets lokasjon, mislykkes med å foreslå det korteste veivalget og/eller mislykkes i å dirigere Dem til Deres ønskede mål. I slike situasjoner må De derfor basere Dem på Deres egne vurderinger under hensyn til rådende kjøreforhold.
- Aldri bruk navigasjonssystemet til å dirigere Dem til nødhjelp og lignende tjenester. Databasen inneholder ikke en fullstendig oversikt over politistasjoner, brannstasjoner, sykehus, klinikker eller lignende steder hvor nødhjelp finnes. Vennligst forhold Dem til Deres egne vurderinger og Deres evne til å spørre om veien ved behov for nødhjelp og lignende situasjoner.
- Som fører av kjøretøy er De alene ansvarlig for Deres sikkerhet i trafikken.
 - For å unngå en trafikkulykke eller en overtredelse av trafikkreglene; husk at de rådende veiforholdene og trafikkreglene gjelder foran informasjon som finnes i navigasjonssystemet.
 - Programvaren kan inneholde unøyaktig eller ufullstendig informasjon som følge av tidens løp, endrede forhold, eller som følge av den aktuelle kildens art. Vennligst iaktta de rådende trafikkforhold og trafikkregler ved all kjøring.
 - Navigasjonssystemet tar verken hensyn til eller gjør rede for, på noen som helst måte, informasjon vedrørende lover og trafikkregler, fartsrestriksjoner, veiforhold inklusive helling, dosering og/eller veidekke, informasjon om veihinder inklusiv bro- og tunnelhøyder og – bredder, og/eller andre rådende kjøre- og/eller veiforhold. Baser Dem derfor alltid på Deres egen vurdering og skjønn under hensyn til rådende kjøreforhold.
- Bruk minst mulig tid til å se på skjermen mens De kjører.

Varování

- Tento navigační systém by neměl nahrazovat váš vlastní úsudek. Bez ohledu na to, jakou trasu tento navigační systém navrhne, musíte vždy dodržovat dopravní předpisy, řídit se vlastním úsudkem a dodržovat zásady bezpečného řízení vozidla. V případě, že navigační systém navrhne trasu, na které byste museli provést riskantní manévry nebo manévry v rozporu s dopravními předpisy, dostali se do nebezpečné situace nebo by vás trasa zavedla do oblasti, kterou považujete za nebezpečnou, takovou trasou se neříd'te.
- Trasu navrženou navigačním systémem považujte pouze za doporučení. Může se totiž stát, že navigační systém nezobrazí správnou polohu vozidla, nenavrhne nejkratší trasu nebo vás nedovede k požadovanému cíli. V takovém případě se spoléhejte na vlastní úsudek a zkušenosti a přihlížejte k aktuálním podmínkám jízdy.
- Nepoužívejte navigační systém k navržení trasy k nejbližší nouzové službě. Databáze totiž neobsahuje kompletní seznam poskytovatelů nouzových služeb (policie, hasičů, nemocnic a zdravotnických zařízení). V těchto situacích se říd'te vlastním úsudkem a případně se zeptejte na cestu kolemjdoucích.
- Za bezpečnost na silnici nesete jakožto řidič výhradní odpovědnost.
 - Aby nedošlo k dopravní nehodě nebo dopravnímu přestupku, mějte vždy na paměti, že před informacemi uloženými v navigačním systému mají vždy přednost aktuální podmínky na silnicích a dopravní předpisy.
 - Z důvodu zastarání databáze, změny okolností nebo povahy zdrojů dat může software také obsahovat nepřesné nebo neúplné informace. Sledujte proto po celou dobu jízdy aktuální dopravní podmínky a dopravní značení a dodržujte dopravní předpisy.
 - Navigační systém neobsahuje ani žádným způsobem nenahrazuje informace o dopravních předpisech, specifikacích vozidla včetně váhy, výšky, šířky a nákladu a/nebo omezeních rychlosti, podmínkách na silnicích včetně sklonu, stoupání a stavu vozovky, informace o překážkách na cestě, například výšku a šířku mostů a tunelů, ani žádné další obecné informace o podmínkách jízdy a silnic. Vždy se proto spoléhejte na vlastní úsudek a řidičské zkušenosti a respektujte aktuální dopravní situaci.
- Snažte se sledovat displej za jízdy co nejméně.

Varovanie

- Tento navigačný systém by nemal nahrádzať váš vlastný úsudok. Bez ohľadu na to, akú trasu tento navigačný systém navrhne, musíte vždy dodržiavať dopravné predpisy, riadiť sa vlastným úsudkom a dodržiavať zásady bezpečného riadenia vozidla. V prípade, že navigačný systém navrhne trasu, na ktorej by ste museli urobiť riskantný manéver alebo manéver v rozpore s dopravnými predpismi, dostali sa do nebezpečnej situácie alebo by vás trasa zaviedla do oblasti, ktorú považujete za nebezpečnú, takouto trasou sa neriad'te.
- Trasu navrhnutú navigačným systémom považujte iba za odporúčanie. Môže sa totiž stať, že navigačný systém nezobrazí správnu polohu vozidla, nenavrhuje najkratšiu trasu alebo vás nedoviede k požadovanému cieľu. V takomto prípade sa spoliehajte na vlastný úsudok a skúsenosti a prihliadajte k aktuálnym podmienkam jazdy.
- Nepoužívajte navigačný systém k navrhnutiu trasy k najbližšej núdzovej službe. Databáza totiž neobsahuje kompletný zoznam poskytovateľov núdzových služieb (polície, požiarnikov, nemocníc a zdravotníckych zariadení). V týchto situáciách sa riad'te vlastným úsudkom a prípadne sa spýtajte na cestu okoloidúcich.
- Za bezpečnosť na ceste nesiete ako vodič výhradnú zodpovednosť.
 - Aby nedošlo k dopravnej nehode alebo dopravnému priestupku, majte vždy na pamäti, že aktuálne podmienky na cestách a dopravné predpisy majú vždy prednosť pred informáciami uloženými v navigačnom systéme.
 - Z dôvodu zastarania databázy, zmeny okolností alebo povahy zdrojov dát môže software tiež obsahovať nepresné alebo neúplné informácie. Sledujte preto po celú dobu jazdy aktuálne dopravné podmienky a dopravné značenie a dodržiavajte dopravné predpisy.
 - Navigačný systém neobsahuje ani žiadnym spôsobom nenahrádza informácie o dopravných predpisoch, špecifikáciách vozidla vrátane váhy, výšky, šírky a náklade, obmedzeniach rýchlosti, podmienkach na cestách vrátane sklonu, stúpania a stavu vozovky, informácie o prekážkach na ceste, napríklad výšku a šírku mostov a tunelov, ani žiadne ďalšie bežné informácie o podmienkach jazdy a ciest. Vždy sa preto spoliehajte na vlastný úsudok a skúsenosti s riadením vozidla a rešpektujte aktuálnu dopravnú situáciu.
 - Snažte sa čo najmenej sledovať displej za jazdy.

Upozorenje

- Ovaj navigacijski sustav ne može se koristiti kao zamjena za vlastitu procjenu. Bilo kakvi smjerovi koje ovaj navigacijski sustav predloži ne mogu ni u kojem slučaju imati prednost pred lokalnom prometnom regulacijom, Vašom vlastitom procjenom i/ili znanjima o sigurnoj vožnji. Zanemarite smjerove koje navigacijski sustav predloži ukoliko biste zbog takvih prijedloga morali poduzeti opasnu ili nezakonitu radnju, doveli sebe u opasnu situaciju, ili bili usmjereni u područje koje smatrate nesigurnim.
- Upute koje daje navigacijski sustav treba smatrati isključivo prijedlozima. Moguće su situacije kad navigacijski sustav pogrešno pokazuje lokaciju vozila, ne predlaže najkraći put i/ili Vas ne usmjerava prema željenom odredištu. U takvim situacijama oslonite se na Vašu vozačku procjenu uzimajući u obzir trenutne uvjete za vožnju.
- Ne koristite navigacijski sustav za usmjeravanje prema hitnim službama. Zbirka podataka ne sadrži cjelovit popis lokacija hitnih službi kao što su policija, vatrograsne stanice, bolnice i klinike. Molimo koristite vlastitu procjenu i mogućnost da u takvim situacijama zatražite upute.
- Kao vozač, Vi ste isključivo odgovorni za Vašu sigurnost na cestama.
 - Kako biste izbjegli prometne nesreće odnosno prometni prekršaj, imajte na umu kako uvjeti na cesti te prometna regulacija imaju prednost pred informacijama sadržanim u navigacijskom sustavu.
 - Slijedom navedenog, program (software) može sadržavati netočne ili nepotpune informacije uslijed protoka vremena, promijenjenih okolnosti i zbog prirode korištenih izvora. Molimo motrite stvarne prometne okolnosti i regulaciju za čitavo vrijeme dok vozite.
 - Navigacijski sustav ne daje niti na bilo koji način uzima u obzir prometne i cestovne propise; specifikacije vozila uključujući masu, visinu, širinu, nosivost i/ili ograničenja brzine; uvjete na cestama uključujući strminu, uspon i/ili stanje podloge/kolinka; podatke o preprekama uključujući visinu i širinu mosta ili tunela, i/ili druge značajne uvjete vožnje i/ili uvjete na cesti. Uvijek se oslanjajte na vlastitu vozačku procjenu uzimajući u obzir trenutne uvjete vožnje.
 - Vrijeme u kojem promatrate ekran za vrijeme vožnje svedite na najmanje moguće.

Opozorilo

- Ta navigacijski sistem ne nadomešča presoje uporabnika. Katerokoli usmeritveno priporočilo, vsebovano v tem navigacijskem sistemu, ne more nikoli imeti prednosti pred lokalnimi prometnimi predpisi, pred osebno presojo uporabnika in/ali pred pravili varne vožnje. V primeru, da bi usmeritvena priporočila, vsebovana v tem navigacijskem sistemu, od uporabnika zahtevale tvegano ali nezakonito ravnanje, ali bi ga pripeljala v tvegano situacijo ali na območje, za katerega meni da je nevarno, se usmeritvenih priporočil, vsebovanih v tem navigacijskem sistemu, ne sme uporabljati.
- Napotek, vsebovan v navigacijskem sistemu, se šteje le kot priporočilo(a). Lahko pride do situacije, ko navigacijski sistem uporabnika vozila ne postavi na pravo lokacijo, mu ne pokaže najkrajše možne poti in/ali uporabnika vozila ne usmeri do željenega cilja potovanja. V takih primerih naj se uporabnik zaneša na svojo osebno presojo, pri tem pa naj upošteva trenutne razmere na cesti.
- Uporabnik ne sme uporabljati navigacijskega sistema za usmerjanje v primeru iskanja storitev nujne službe. Podatkovna baza ne vsebuje popolnega seznama vseh lokacij nujnih služb, kot so npr. policija, gasilci, bolnice in klinike. V takšnih primerih naj uporabnik uporabi lastno presojo in sposobnost, ter v takih primerih prosi za pomoč pri usmeritvah.
- Kot voznik je uporabnik sam odgovoren za svojo prometno varnost.
 - Da se izogne nastanku prometne nesreče ali storitvi prometnega prekrška, naj uporabnik upošteva, da imajo dejanske razmere na cesti in prometni predpisi, prednost pred informacijami, vsebovanimi v navigacijskem sistemu.
 - V tej zvezi, programska oprema lahko vsebuje netočne ali nepopolne podatke zaradi poteka časa, sprememb okoliščin in glede na vire, ki jih uporablja. Prosimo uporabnika, da ves čas vožnje upošteva dejanske prometne okoliščine in predpise.
 - Navigacijski sistem v nobenem primeru ne zagotavlja in/ali ne vsebuje: informacij, ki se nanašajo na prometne in cestne predpise; podatkov o vozilu, vključno z maso, višino, širino, nosilnostjo in/ali hitrostnimi omejitvami; podatkov o razmerah na cesti, vključno s podatki o naklonu, strmini in/ali cestišču; informacij o ovirah na cesti, vključno z višino in širino tunelov ter mostov in/ali drugimi obstoječimi voznimi razmerami in razmerami na cesti. Uporabnik se mora vedno zaneesti na lastno presojo, pri tem pa naj upošteva trenutne razmere na cestah.
- Uporabnik mora znižati čas gledanja na ekran med vožnjo na minimum.

Ostrzeżenie

- System nawigacyjny nie powinien stanowić dla użytkownika substytutu jego indywidualnej oceny sytuacji. Jakiegokolwiek wskazówki dotyczące drogi generowane przez system nawigacyjny nie powinny nigdy zastępować użytkownikowi lokalnych przepisów drogowych, indywidualnej oceny sytuacji i/lub znajomości zasad bezpiecznej jazdy. Nie należy brać pod uwagę wskazówek systemu nawigacyjnego, w przypadku gdy miałyby one: zmusić użytkownika do wykonania niebezpiecznego lub niezgodnego z prawem manewru, postawić użytkownika w niebezpiecznej sytuacji lub zalecić jazdę na obszarze, który użytkownik uważa za niebezpieczny.
- Porady generowane przez system nawigacyjny powinny być traktowane wyłącznie jako sugestie. Mogą zdarzyć się sytuacje, kiedy system nawigacyjny będzie wskazywał niepoprawną pozycję pojazdu, kiedy nie przedstawi propozycji najkrótszej trasy, i/lub nie pokieruje użytkownika do wybranego przez niego celu. W takich sytuacjach, użytkownik powinien opierać się na własnej ocenie sytuacji, biorąc pod uwagę warunki panujące na drodze.
- Nie należy korzystać z systemu nawigacyjnego w przypadku konieczności dotarcia do instytucji oferujących pomoc w nagłych wypadkach. Baza danych nie zawiera pełnej listy instytucji oferujących pomoc w nagłych wypadkach, takich jak: placówki policji i straży pożarnej, szpitale i przychodnie. Użytkownik musi polegać w tych sytuacjach na własnej ocenie sytuacji i możliwości uzyskania wskazówek.
- Jako kierowca, użytkownik ponosi wyłączną odpowiedzialność za swoje bezpieczeństwo na drodze.
 - W celu uniknięcia wypadku lub wykroczenia na drodze, użytkownik powinien pamiętać, że rzeczywiste warunki na drodze i przepisy ruchu drogowego mają pierwszeństwo przed informacjami zawartymi w systemie nawigacyjnym.
 - Tym samym, z powodu upływu czasu, zmieniających się okoliczności oraz ze względu na naturę wykorzystanych źródeł oprogramowanie może zawierać niedokładne lub niepełne informacje. W trakcie jazdy należy zawsze mieć na uwadze rzeczywiste warunki na drodze i przepisy ruchu drogowego.
 - System nawigacyjny nie zapewnia, ani w żadnym zakresie nie stanowi, informacji na temat: przepisów dotyczących ruchu drogowego; właściwości pojazdu, w tym: wagi, wysokości, szerokości, ładowności, i/lub ograniczeń prędkości; warunków na drodze, w tym spadku, nachylenia, i/lub jakości nawierzchni; informacji o przeszkodach, w tym o wysokości i szerokości mostów i tuneli, ani żadnych innych informacji dotyczących warunków jazdy i/lub warunków drogowych. Użytkownik powinien zawsze polegać na swojej własnej ocenie sytuacji, uwzględniając panujące warunki na drodze.
 - Użytkownik powinien zmniejszyć do minimum czas poświęcany na spoglądanie na ekran w trakcie jazdy.

Figyelmeztetés

- A jelen navigációs rendszer nem helyettesíti az Ön ítélőképességét. A navigációs rendszer által adott bármilyen útvonalajavaslat nem pótolja a helyi közlekedési szabályokat, az Ön megítélését és/vagy az Ön biztonságos vezetését. A navigációs rendszer útvonalajavaslatát hagyja figyelmen kívül, amennyiben az arra vezetne, hogy: önnek veszélyes vagy szabálysértő manővert kellene végrehajtania, önt veszélyes helyzetbe hozza, illetve önt a megítélése szerint nem biztonságos helyre vezet.
- A navigációs rendszer által adott utasítás kizárólag javaslatnak minősül. Előfordulhat, hogy a navigációs rendszer a jármű helyzetét nem pontosan jelöli, nem vagy nem pontosan mutatja a legrövidebb útvonalat és/vagy nem vezet a kijelölt célállomásra. Ezekben az esetekben az adott útviszonyok figyelembevétele mellett hagyatkozzon saját vezetési tapasztalatára.
- Ne használja a navigációs rendszert arra, hogy az Önt segélyszolgálati helyekre vezesse. A rendszer nem tartalmaz teljes listát a segélyszolgálatokról, mint amilyen a rendőrség, tűzoltóság, kórházak és klinikák. Ebben az esetben intézkedjen legjobb belátása szerint és kérjen tájékoztatást az útirányról.
- A vezető kizárólag saját maga felel a közúti biztonságáért.
 - A közlekedési balesetek és szabálysértések elkerülése érdekében mindig tartsa szem előtt, hogy az aktuális út- és közlekedési viszonyok, közlekedési szabályok elsőbbséget élveznek a navigációs rendszeren található információkkal szemben.
 - Így a szoftver pontatlan vagy hiányos információkat adhat az útvonal idejéből, a változó körülményekből és az információk természetéből adódóan, ezért az aktuális közlekedési körülményeket a vezetés teljes időtartama alatt vegye figyelembe.
 - A navigációs rendszer nem veszi figyelembe és nem nyújt információt a közlekedési szabályokra, a gépjárművek súlyára, magasságára, szélességére, rakományára vonatkozóan, az út viszonyokra, beleértve az emelkedőket, kanyarokat és/vagy útfelületi viszonyokat.; az akadályokra vonatkozó információk a hidak és alagutak hosszát és szélességét és/vagy egyéb jellemző közlekedési és/vagy útviszonyokat tartalmazzák. Vezetés közben mindig saját döntésére hagyatkozzon, figyelembe véve az aktuális közlekedési viszonyokat.
- Vezetés közben lehetőség szerint a legrövidebb ideig nézze a képernyőt.



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WICHTIG - BITTE LESEN SIE DIESEN LIZENZVERTRAG FÜR ENDBENUTZER VOR DER VERWENDUNG DER NAVTEQ DATENBANK SORGFÄLTIG DURCH.

HINWEIS FÜR DEN BENUTZER

DAS VORLIEGENDE DOKUMENT IST EIN LIZENZVERTRAG UND KEIN KAUFVERTRAG ZWISCHEN IHNEN UND NAVTEQ B.V. FÜR IHRE KOPIE DER NAVIGATIONSKARTENDATENBANK VON NAVTEQ, EINSCHLIESSLICH ZUGEHÖRIGER COMPUTERSOFTWARE, MEDIEN UND VON NAVTEQ HERAUSGEGEBENER SCHRIFTLICHER UNTERLAGEN ZUR ERLÄUTERUNG (GEMEINSAM "DIE DATENBANK"). MIT DER VERWENDUNG DER DATENBANK ERKLÄREN SIE SICH MIT ALLEN BESTIMMUNGEN DIESES LIZENZVERTRAGES FÜR ENDBENUTZER ("VERTRAG") EINVERSTANDEN. FALLS SIE MIT DEN BESTIMMUNGEN DIESES VERTRAGES NICHT EINVERSTANDEN SIND, GEBEN SIE DIE DATENBANK MIT ALLEN ZUGEHÖRIGEN MATERIALIEN GEGEN RÜCKERSTATTUNG DES KAUFPREISES BITTE AN IHREN HÄNDLER ZURÜCK.

EIGENTUMSRECHT

Die Datenbank sowie sämtliche Urheberrechte, geistige Eigentumsrechte oder verwandte Schutzrechte an der Datenbank stehen im Eigentum von NAVTEQ oder deren Lizenzgebern. Das Eigentumsrecht an den Medien, auf denen sich die Datenbank befindet, verbleibt bei NAVTEQ und/oder Ihrem Händler, bis Sie alle Forderungen beglichen haben, die Sie NAVTEQ und/oder Ihrem Händler entsprechend diesem Vertrag oder ähnlichen Verträgen, unter denen Ihnen Waren bereitgestellt werden, schulden.

LIZENZGEWÄHRUNG

NAVTEQ gewährt Ihnen eine nicht-exklusive Lizenz, die Datenbank zur persönlichen Verwendung oder, soweit anwendbar, zur internen Verwendung in Ihrem Unternehmen einzusetzen. Die vorliegende Lizenz berechtigt nicht zur Vergabe von Unterlizenzen.

NUTZUNGSBESCHRÄNKUNGEN

Die Verwendung der Datenbank ist nur in dem spezifischen System gestattet, für das sie entwickelt worden ist. Soweit durch zwingendes Recht nicht ausdrücklich gestattet (z.B. nationale Gesetze auf Grundlage der europäischen Software-Richtlinie (91/250/EWG) oder der Datenbank-Richtlinie (96/9/EG), sind Sie weder berechtigt, wesentliche Teile des Inhalts der Datenbank zu extrahieren oder weiter zu verwenden, noch Teile der Datenbank zu vervielfältigen, zu kopieren, zu modifizieren, anzupassen, zu übersetzen, zu zerlegen, zu dekompileieren oder mittels Reverse Engineering zurückzuentwickeln. Falls Sie Informationen über Interoperabilität gemäß den nationalen Gesetzen, die auf Grundlage der europäischen Software-Richtlinie erlassen worden sind, erhalten möchten, sind Sie verpflichtet, NAVTEQ angemessene Gelegenheit zu geben, Ihnen diese Informationen zu angemessenen, von NAVTEQ festzulegenden Bedingungen und Kosten zur Verfügung zu stellen.

LIZENZÜBERTRAGUNG

Sie sind zu einer Übertragung der Datenbank an Dritte nicht berechtigt. Dies gilt nicht, wenn die Datenbank auf dem System, für das sie entwickelt worden ist, installiert ist oder wenn Sie keinerlei Kopien der Datenbank zurückbehalten, vorausgesetzt, dass der Empfänger der Datenbank sich schriftlich gegenüber NAVTEQ mit sämtlichen Bestimmungen dieses Vertrages einverstanden erklärt. Die CD-Sätze dürfen nur als kompletter Satz, wie von NAVTEQ bereitgestellt, nicht aber in Teilen weitergegeben oder verkauft werden.

BESCHRÄNKTE GEWÄHRLEISTUNG

NAVTEQ gewährleistet vorbehaltlich der unten aufgeführten Warnungen für die Dauer von 12 Monaten ab dem Tag, an dem Sie Ihre Kopie der Datenbank erworben haben, dass die Datenbank im Wesentlichen in Übereinstimmung mit den am Tag Ihres Erwerbes der Datenbank gültigen Kriterien für Genauigkeit und Vollständigkeit von NAVTEQ funktioniert; diese werden auf Anfrage von NAVTEQ zur Verfügung gestellt. Falls die Datenbank nicht entsprechend dieser beschränkten Gewährleistung funktioniert, wird sich NAVTEQ angemessen darum bemühen, Ihre mangelhafte Kopie der Datenbank zu reparieren oder zu ersetzen. Sollten diese Bemühungen keine Verbesserung der Performance der Datenbank bewirken, haben Sie die Möglichkeit, eine angemessene Erstattung des von Ihnen geleisteten Kaufpreises für die Datenbank zu erhalten oder von diesem Vertrag zurückzutreten. Diese

Möglichkeiten stellen Ihr einziges Rechtsmittel gegen NAVTEQ dar. Soweit in diesem Abschnitt nicht ausdrücklich anderweitig festgelegt, macht NAVTEQ im Hinblick auf Richtigkeit, Genauigkeit, Zuverlässigkeit oder in anderer Hinsicht keine weiteren Gewährleistungen oder Zusicherungen bezüglich der Nutzung der Ergebnisse, die durch die Verwendung der Datenbank erzielt werden. NAVTEQ gewährleistet nicht, dass die Datenbank ohne jeglichen Fehler ist oder sein wird. Die vorstehende beschränkte Gewährleistung wird durch mündliche oder schriftliche Informationen oder Ratschläge seitens NAVTEQ, Ihrem Händler oder anderen Personen in keinem Fall ergänzt oder erweitert. Soweit Sie gesetzliche Gewährleistungsrechte für versteckte Fehler haben, werden diese durch die in diesem Vertrag festgelegte beschränkte Gewährleistung nicht berührt.

Falls Sie die Datenbank nicht direkt von NAVTEQ erworben haben, haben Sie möglicherweise zusätzlich zu den von NAVTEQ laut dem vorliegenden Vertrag gewährten Rechten nach nationaler Rechtsprechung Ihres Landes weitere gesetzliche Gewährleistungsrechte gegenüber der Person, von der Sie die Datenbank erworben haben. Die vorstehende Gewährleistung von NAVTEQ lässt derartige gesetzliche Gewährleistungsrechte unberührt, und Sie sind berechtigt, derartige Rechte zusätzlich zu den nach diesem Vertrag gewährten Gewährleistungsrechten geltend zu machen.

HAFTUNGSBESCHRÄNKUNG

Der Preis für die Datenbank umfasst nicht die Übernahme des Risikos von Folgeschäden, mittelbaren Schäden oder unbegrenzten unmittelbaren Schäden, die in Zusammenhang mit Ihrer Verwendung der Datenbank entstehen können. NAVTEQ haftet daher in keinem Fall für Folgeschäden oder mittelbare Schäden, einschließlich - aber nicht beschränkt auf - Gewinnverlust, Datenverlust oder Nutzungsausfall, die durch Sie oder Dritte in Folge der Verwendung der Datenbank entstehen können, selbst wenn NAVTEQ auf die Möglichkeit solcher Schäden hingewiesen worden ist. Die vorstehende Haftungsbeschränkung besteht für sämtliche Ansprüche aus sämtlichen Rechtsgründen, gleich ob aus Vertrag, unerlaubter Handlung oder Gewährleistung. Darüber hinaus ist die Haftung von NAVTEQ für unmittelbare Schäden in jedem Fall auf die Höhe des von Ihnen für Ihre Kopie der Datenbank bezahlten Kaufpreises beschränkt.

SOWEIT SIE DIE DATENBANK NICHT IM RAHMEN EINER GESCHÄFTSTRANSAKTION ERWORBEN HABEN, LÄSST DIE IN DIESEM VERTRAG FESTGELEGTE BESCHRÄNKTE GEWÄHRLEISTUNG UND HAFTUNGSBESCHRÄNKUNG IHRE GESETZLICHEN RECHTE UNBERÜHRT.

WARNUNG

Die Datenbank gibt die Wirklichkeit wieder, wie sie vor Ihrem Erwerb der Datenbank bestanden hat, und enthält Daten und Informationen von staatlichen und anderen Quellen, die Fehler oder Auslassungen aufweisen können. Die Datenbank kann daher wegen Änderungen, die im Lauf der Zeit eingetreten sind, wegen geänderter Umstände oder der Art der genutzten Quellen ungenaue oder unvollständige Informationen enthalten. Die Datenbank enthält keinerlei Informationen über - unter anderem - die Sicherheit der Umgebung, Verfügbarkeit und Anwesenheit der Polizei, Hilfe im Notfall, Bauarbeiten, Absperrungen von Straßen und Spuren, Fahrzeugtyp- oder Geschwindigkeitsbeschränkungen, Straßengefälle oder Straßenneigungen, Brückenhöhen, Gewichts- oder andere Beschränkungen, Straßen- oder Verkehrsbedingungen, besondere Ereignisse, Verkehrsstaus oder Reisezeiten.

GELTENDES RECHT

Dieser Vertrag unterliegt jener Rechtsprechung, in der Sie zum Zeitpunkt des Erwerbs der Datenbank Ihren Wohnsitz haben. Haben Sie zu diesem Zeitpunkt Ihren Wohnsitz außerhalb der Europäischen Union oder der Schweiz, gilt das Recht jenes Landes innerhalb der Europäischen Union oder der Schweiz, in dem Sie die Datenbank erworben haben. In allen übrigen Fällen oder in Fällen, in denen die Rechtsprechung, in der Sie die Datenbank erworben haben, nicht festgestellt werden kann, gilt das niederländische Recht. Für Rechtsstreitigkeiten im Zusammenhang mit diesem Vertrag gilt die Zuständigkeit jenes Gerichts, an dem Sie zum Zeitpunkt des Erwerbs der Datenbank Ihren Wohnsitz haben; NAVTEQ ist darüber hinaus berechtigt, Klagen auch an dem Gericht Ihres damaligen Wohnsitzes einzureichen.

VEUILLEZ LIRE ATTENTIVEMENT CE CONTRAT DE LICENCE A L'USAGE DE L'UTILISATEUR FINAL AVANT D'UTILISER LA BASE DE DONNEES NAVTEQ

NOTE POUR L'UTILISATEUR

CECI EST UN CONTRAT DE LICENCE – ET NON UN CONTRAT DE VENTE – ENTRE VOUS ET LA SOCIETE NAVTEQ B.V. POUR VOTRE COPIE DE LA BASE DE DONNEES NAVIGABLE DE NAVTEQ Y COMPRIS LE LOGICIEL QUI Y EST ASSOCIE, LE SUPPORT ET LA DOCUMENTATION IMPRIMEE EXPLICATIVE PUBLIEE PAR NAVTEQ (COLLECTIVEMENT DESIGNES PAR “LA BASE DE DONNEES”). EN UTILISANT LA BASE DE DONNEES, VOUS ACCEPTEZ LES TERMES ET CONDITIONS DE CE CONTRAT DE LICENCE POUR L'UTILISATEUR FINAL (“CONTRAT”). SI VOUS N'ACCEPTEZ PAS LES TERMES DE CE CONTRAT, VEUILLEZ RETOURNER A VOTRE FOURNISSEUR, DANS LES MEILLEURS DELAIS, LA BASE DE DONNEES AINSI QUE TOUS LES ELEMENTS QUI L'ACCOMPAGNENT AFIN D'EN OBTENIR LE REMBOURSEMENT.

PROPRIETE

La Base de données ainsi que les droits de propriété intellectuelle et les droits d'auteur ou les droits voisins qui y sont attachés sont détenus par NAVTEQ ou par ses concédants de licences. La propriété du support contenant la Base de données est conservée par NAVTEQ et/ou votre fournisseur jusqu'à ce que vous ayez intégralement payé les sommes dues à NAVTEQ et/ou à votre fournisseur conformément au présent Contrat ou à tout autre contrat similaire aux termes duquel les biens vous ont été remis.

CONCESSION DE LICENCE

NAVTEQ vous concède une licence non exclusive d'utilisation de la Base de données pour votre usage personnel ou, le cas échéant, pour un usage professionnel interne. Cette licence ne comprend pas le droit de concéder des sous-licences.

LIMITES SUR L'UTILISATION

L'utilisation de la Base de données est limitée au système spécifique pour lequel elle a été créée. A l'exception des dispositions expressément prévues par la loi (par exemple, les dispositions des législations nationales transposant les Directives européennes 91/250 portant sur les logiciels et 96/9 portant sur les Bases de données), vous n'êtes pas autorisé à extraire ou à réutiliser une ou plusieurs parties substantielles du contenu de la Base de données, ni à reproduire, copier, modifier, adapter, traduire, désassembler, décompiler, pratiquer l'ingénierie inverse d'une quelconque partie de la Base de données. Si vous souhaitez obtenir des informations nécessaires à l'interopérabilité conformément aux dispositions (du Code de la propriété intellectuelle après transposition) de la Directive européenne sur les logiciels, vous devrez laisser à NAVTEQ la possibilité de vous fournir lesdites informations, dans des délais et conditions raisonnables, y compris au regard des frais, qui seront déterminés par NAVTEQ.

TRANSFERT DE LICENCE

Vous n'êtes pas autorisé à transférer la Base de données à des tiers, sauf lorsqu'elle est installée dans le système pour lequel elle a été créée ou dans le cas où vous ne conserveriez aucune copie de la Base de données et à condition que le cessionnaire accepte les termes et conditions du présent Contrat et confirme cette acceptation par écrit à NAVTEQ. Les coffrets de disques ne peuvent être transférés ou vendus que complets, tels que fournis par NAVTEQ, et non en disques séparés.

GARANTIE LIMITEE

NAVTEQ garantit que, sous réserve des Avertissements prévus ci-dessous, pour une période de 12 mois à compter de la date d'acquisition de votre copie de la Base de données, cette dernière fonctionnera pour l'essentiel conformément aux Critères de précision et d'exhaustivité de NAVTEQ en NAVTEQ sur votre demande. Si la Base de données ne fonctionne pas conformément à cette garantie limitée, NAVTEQ s'efforcera, dans une limite raisonnable, de réparer ou de remplacer votre copie non conforme de la Base de données. Si ces efforts ne permettent pas d'obtenir que la Base de données fonctionne conformément aux garanties prévues aux présentes, vous aurez la possibilité, soit d'obtenir un remboursement raisonnable du prix que vous avez payé pour la Base de données, soit de résilier le présent Contrat. Ceci constitue le seul engagement de responsabilité de NAVTEQ et votre seul recours à l'encontre de NAVTEQ. A l'exception des dispositions expresses du présent paragraphe, NAVTEQ ne

donne aucune garantie et ne fait aucune déclaration concernant l'utilisation ou les résultats de l'utilisation de la Base de données en ce qui concerne son exactitude, sa précision, sa fiabilité ou toute autre qualité. NAVTEQ ne garantit pas que la Base de données est ou sera exempte de toute erreur. Aucune information ou conseil oral ou écrit fournis par NAVTEQ, votre fournisseur ou une quelconque autre personne ne saurait constituer une garantie ni engager NAVTEQ ou accroître le champ de la garantie limitée décrite ci-dessus. La garantie limitée prévue dans le présent Contrat est sans préjudice des droits dont vous pouvez bénéficier en vertu de la garantie légale contre les vices cachés.

Si vous n'avez pas directement acquis la Base de données auprès de NAVTEQ, vous pouvez bénéficier, selon les textes en vigueur dans votre pays, de droits à l'égard de la personne auprès de laquelle vous avez acquis la Base de données en plus des droits ci-dessus concédés par NAVTEQ. La garantie de NAVTEQ prévue ci-dessus n'affectera pas ces droits. Vous êtes autorisé à vous prévaloir de tels droits en plus de ceux accordés par la présente garantie.

LIMITE DE RESPONSABILITE

Le prix de la Base de données n'inclut aucune considération relative à la contrepartie d'un quelconque risque lié à des dommages indirects ou consécutifs ou à des dommages directs illimités pouvant survenir à l'occasion de votre utilisation de la Base de données. Par conséquent, NAVTEQ ne sera en aucun cas responsable des dommages consécutifs ou indirects y compris, notamment, la perte de profit, de données ou l'impossibilité d'utiliser la Base de données, subis par vous ou tout tiers, résultant de votre utilisation de la Base de données, et ceci, que l'action soit intentée sur un fondement contractuel ou délictuel ou fondée sur une garantie, même si NAVTEQ a été avisé de l'éventualité de tels dommages. En tout état de cause, la responsabilité de NAVTEQ pour tout dommage direct sera limitée au prix de votre copie de la Base de données.

LA GARANTIE LIMITEE AINSI QUE LA LIMITATION DE RESPONSABILITE PREVUES DANS LE PRESENT CONTRAT SONT SANS PREJUDICE DE VOS DROITS SI VOUS AVEZ ACQUIS LA BASE DE DONNEES DANS UN CADRE AUTRE QUE PROFESSIONNEL.

AVERTISSEMENTS

La Base de données reflète la réalité telle qu'elle existait avant que vous ne receviez la Base de données. Elle contient des données et informations provenant de services publics administratifs et d'autres sources qui peuvent contenir des erreurs ou des omissions. Par conséquent, la Base de données peut contenir des informations rendues incomplètes ou inexactes au cours du temps ou en raison des circonstances et de la nature des sources utilisées.

La Base de données ne contient ou ne reflète aucune information sur, notamment, la sécurité du voisinage, la proximité de services de police ou d'assistance d'urgence, les travaux de construction, la fermeture de routes ou de voies de circulation, les limitations de vitesse et autres restrictions concernant les automobiles, la déclivité ou le degré d'inclinaison des routes, les limitations de hauteur, de poids ou autres restrictions concernant les ponts, les conditions de circulation routière, les événements particuliers, les embouteillages routiers ou les durées de voyage.

LOI APPLICABLE

Ce contrat est régi par le droit du pays dans lequel vous résidez lors de l'acquisition de la Base de données. Si à ce moment vous résidez en dehors de l'Union européenne ou de la Suisse, le droit applicable sera celui en vigueur dans le pays de l'Union européenne ou en Suisse si vous avez acquis la Base de données dans l'un de ces pays. Dans tous les autres cas, ou si le pays dans lequel vous avez acquis la Base de données ne peut être déterminé, le droit des Pays-Bas sera applicable. Le tribunal compétent du ressort dans lequel vous résidez le jour où vous avez fait l'acquisition de la Base de données sera seul compétent pour tout litige découlant de ou en relation avec ce contrat, sans préjudice pour NAVTEQ du droit d'intenter une action devant le tribunal du lieu de votre résidence au moment du litige.

LEGGERE ATTENTAMENTE IL PRESENTE CONTRATTO DI LICENZA PER L'UTENTE FINALE PRIMA DI UTILIZZARE IL DATABASE NAVTEQ

NOTA PER L'UTENTE

QUESTO È UN CONTRATTO DI LICENZA – E NON UN CONTRATTO DI VENDITA – FRA LEI (UTENTE FINALE) E LA NAVTEQ B.V. PER LA SUA COPIA DEL DATABASE DELLA MAPPA DI NAVIGAZIONE NAVTEQ, COMPRENDENTE IL RELATIVO SOFTWARE PER COMPUTER, I SUPPORTI E LA DOCUMENTAZIONE STAMPATA ESPLICATIVA PUBBLICATA DA NAVTEQ (NEL PROSIEGUO COLLETTIVAMENTE DENOMINATI “IL DATABASE”). IN SEGUITO ALL'UTILIZZO DEL DATABASE, LEI CONVIENE E ACCETTA TUTTE LE CLAUSOLE E LE CONDIZIONI DEL PRESENTE CONTRATTO DI LICENZA PER L'UTENTE FINALE (“CONTRATTO”). QUALORA LEI NON SIA D'ACCORDO CON LE CLAUSOLE DI QUESTO CONTRATTO, RESTITUISCA SENZA INDUGIO IL DATABASE, UNITAMENTE A TUTTO IL MATERIALE E ALLA DOCUMENTAZIONE CHE LO ACCOMPAGNANO, AL SUO FORNITORE PER IL RIMBORSO.

DIRITTI DI PROPRIETÀ

Il Database nonché i diritti di autore e di proprietà intellettuale o diritti connessi che vi sono collegati sono di proprietà della NAVTEQ o dei Suoi licenziatori. La proprietà dei supporti nei quali il Database è contenuto resta in capo alla NAVTEQ e/o al Suo fornitore, fino a che Lei non abbia pagato integralmente ogni somma dovuta alla NAVTEQ e/o al Suo fornitore in base al presente contratto o in base a contratti simili, in esecuzione dei quali i beni Le sono stati forniti.

CONCESSIONE DELLA LICENZA

NAVTEQ Le concede una licenza non esclusiva per l'uso personale del Database o, se del caso, per l'uso nell'ambito delle attività interne della Sua impresa. Questa licenza non include il diritto di concedere sublicenze.

LIMITAZIONI ALL'USO

L'uso del Database è limitato al sistema specifico per il quale è stato creato. Ad eccezione di quanto esplicitamente permesso da leggi obbligatorie (per esempio, leggi nazionali basate sulla Direttiva Europea in materia di software n. 91/250, e la Direttiva sui Database, n. 96/9), Lei si impegna a non estrarre o riutilizzare parti sostanziali del contenuto del Database, né a riprodurre, copiare, modificare, adattare, tradurre, disassemblare, decompilare, deingegnerizzare qualsiasi parte del Database. Qualora Lei desideri ottenere informazioni sulla interoperabilità nel significato attribuito dalla (legge nazionale basata sulla) Direttiva Comunitaria sul software, Lei dovrà offrire alla NAVTEQ una opportunità ragionevole di fornirle tali informazioni a condizioni ragionevoli, inclusi i costi, quali determinate da NAVTEQ.

CESSIONE DELLA LICENZA

Le è fatto divieto di trasferire il Database a terzi, tranne nel caso in cui esso sia installato nel sistema per il quale è stato creato o quando Lei non abbia trattenuto alcuna altra copia del Database e, a condizione che il cessionario accetti tutte le clausole e le condizioni di questo contratto e lo confermi per iscritto a NAVTEQ. I set di CD possono essere venduti o ceduti esclusivamente come set completi e come forniti da NAVTEQ. I CD che li compongono non possono essere venduti separatamente.

GARANZIA LIMITATA

NAVTEQ garantisce che, salvo quanto stabilito nell'avvertenza di cui in calce, per un periodo di dodici mesi dalla data di acquisto della Sua copia del Database, le prestazioni dello stesso saranno conformi ai criteri di accuratezza e completezza di NAVTEQ in vigore alla data in cui Lei ha acquistato il Database; questi criteri Le saranno messi a disposizione da NAVTEQ a Sua richiesta. Se le prestazioni del Database non corrispondono a questa garanzia limitata, NAVTEQ farà ogni ragionevole sforzo per prestazione del Database in conformità alle garanzie qui assunte. Lei avrà l'opzione tra ricevere una restituzione ragionevole del prezzo pagato per il Database oppure risolvere questo contratto. Ciò costituirà l'intera responsabilità di NAVTEQ e il Suo unico rimedio contro NAVTEQ. Ad eccezione di quanto esplicitamente previsto in questa clausola, NAVTEQ non garantisce né fa alcuna affermazione riguardo l'uso o i risultati dell'uso del Database in termini di correttezza, accuratezza, affidabilità od altro. NAVTEQ non garantisce che il Database sia o sarà senza errori. Nessuna informazione orale o scritta

e nessun consiglio fornito da NAVTEQ, dal Suo fornitore o da qualsiasi altra persona costituiranno una garanzia o in qualsiasi modo un ampliamento dell'ambito della garanzia limitata sopra descritta. La garanzia limitata accordata in questo contratto non incide né pregiudica alcun diritto derivante dalla legge, che Lei possa vantare in relazione alla garanzia legale contro i difetti occulti.

Se Lei non ha acquistato il Database direttamente da NAVTEQ, Lei può avere un diritto, se previsto dalla legge, nei confronti della persona dalla quale Lei ha acquistato il Database, in aggiunta ai diritti concessi da NAVTEQ con questo contratto, secondo il diritto della giurisdizione in cui Lei risiede. Questa garanzia di NAVTEQ non inciderà su tali pretese legali e Lei potrà far valere tali diritti in aggiunta ai diritti di garanzia qui riconosciuti.

LIMITAZIONE DELLA RESPONSABILITÀ

Il prezzo del Database non comprende alcun compenso per la copertura del rischio relativo a danni conseguenti, indiretti o diretti illimitati, che possano derivare in relazione all'uso che Lei fa del Database. Di conseguenza, in nessun caso NAVTEQ sarà responsabile per alcun danno conseguente o indiretto, inclusa senza tassatività la perdita di profitto, di dati o dell'utilizzo, subiti da Lei o da qualsiasi terzo e derivanti dall'uso da Lei fatto del Database, fatti valere con una azione contrattuale od extra contrattuale oppure basati su una azione in garanzia, anche qualora NAVTEQ sia stata avvertita della possibilità di tali danni. In ogni caso la responsabilità di NAVTEQ per i danni diretti è limitata al costo della Sua copia del Database.

LA GARANZIA LIMITATA E LA LIMITAZIONE DELLA RESPONSABILITÀ STABILITE IN QUESTO CONTRATTO NON INCIDONO NÉ PREGIUDICANO I SUOI DIRITTI LEGALI, QUALORA LEI ABBIA ACQUISITO IL DATABASE NON NELL'ESERCIZIO DI UNA ATTIVITÀ PROFESSIONALE.

AVVERTENZA

Il Database rispecchia le condizioni esistenti prima che Lei abbia ricevuto il Database e comprende dati ed informazioni dagli organismi pubblici od altre fonti, che possono contenere errori od omissioni. Di conseguenza il Database può contenere informazioni non accurate od incomplete a causa del trascorrere del tempo, di mutate circostanze e della natura delle fonti utilizzate. Il Database non comprende né rispecchia – tra l'altro – informazioni sulla sicurezza del territorio; l'applicazione della legge; assistenza di emergenza; lavori di costruzioni; chiusura di strade o corsie; limitazioni relative al tipo di veicolo o alla velocità; pendenze stradali o declivi; altezza, larghezza od altri limiti dei ponti; condizioni delle strade o del traffico; eventi speciali; gestioni del traffico o durata del viaggio.

DIRITTO APPLICABILE

Questo contratto sarà disciplinato dalle leggi della giurisdizione in cui Lei risiede all'acquisto del Database. Se in quel momento Lei risiede al di fuori dell'Unione Europea o della Svizzera si applicheranno le norme dello Stato membro dell'Unione o della Svizzera dove Lei ha acquistato il Database. In tutti gli altri casi, o se non può essere stabilito lo Stato nel quale Lei ha acquistato il Database, si applicheranno le norme del diritto olandese. I Tribunali competenti nel luogo della Sua residenza al momento dell'acquisto del Database avranno giurisdizione su ogni questione che sorga dal o relativa a questo contratto, senza pregiudizio al diritto di NAVTEQ di iniziare l'azione nel Suo luogo di residenza attuale.

LEES DEZE GEBRUIKSRECHTOVEREENKOMST GOED DOOR VOORDAT U DE NAVTEQ DATABASE GEBRUIKT

KENNISGEVING AAN DE GEBRUIKER

DIT IS EEN GEBRUIKSRECHTOVEREENKOMST - EN GEEN KOOPOVEREENKOMST – TUSSEN U EN NAVTEQ B.V. MET BETREKKING TOT UW EXEMPLAAR VAN DE NAVTEQ WEGENKAARTDATABASE, INCLUSIEF VERWANTE COMPUTERSOFTWARE, DRAGERS EN BIJBEHOREND SCHRIFTELIJK MATERIAAL TER UITLEG ZOALS DIT DOOR NAVTEQ WORDT UITGEGEVEN (TEZAMEN 'DE DATABASE'). DOOR HET GEBRUIK VAN UW EXEMPLAAR VAN DE DATABASE, STEMT U IN MET ALLE BEPALINGEN VAN DEZE GEBRUIKSRECHTOVEREENKOMST ('OVEREENKOMST'). INDIEN U NIET INSTEMT MET DE BEPALINGEN VAN DEZE OVEREENKOMST, DIENT U UW EXEMPLAAR VAN DE DATABASE ONMIDDELIJK TE RETOURNEREN AAN UW LEVERANCIER, TEGEN RESTITUTIE VAN DE LICENTIEVERGOEDING.

EIGENDOM

U erkent dat de Database, alsmede de auteursrechten en intellectuele eigendom, naburige rechten of soortgelijke rechten daarop, berusten bij NAVTEQ of haar licentieverleners. De eigendom van de fysieke dragers waarop de Database is vastgelegd berust bij NAVTEQ en/of uw leverancier, tot het moment dat u de volledige vergoeding aan NAVTEQ of uw leverancier hebt betaald die u bent verschuldigd uit hoofde van deze Overeenkomst of vergelijkbare overeenkomst(en) op basis waarvan u zaken hebt ontvangen.

VERLENING VAN HET GEBRUIKSRECHT

NAVTEQ verleent u een niet-exclusief recht tot gebruik van de Database, voor uw eigen gebruik of, indien van toepassing, voor intern gebruik binnen uw bedrijf. Het is u niet toegestaan ter zake van het aan u verleende gebruiksrecht sublicenties te verlenen.

BEPERKINGEN OP HET GEBRUIK

De Database is uitsluitend bedoeld voor gebruik op het specifieke systeem waarvoor de Database ontwikkeld is. Behoudens voor zover uitdrukkelijk toegestaan op grond van dwingendrechtelijke wetgeving (zoals nationale wetgeving gebaseerd op de Europese Software Richtlijn (91/250/EEG) en de Europese Databanken Richtlijn (96/9/EG)), zult u substantiële onderdelen van de inhoud van de Database niet opvragen of hergebruiken, noch enig deel van de Database verveelvoudigen, kopiëren, veranderen, aanpassen, vertalen, aan reverse engineering onderwerpen, decompileren of disassembleren. Indien u de in (nationale wetgeving gebaseerd op) de Software Richtlijn bedoelde informatie die vereist is om interoperabiliteit te bewerkstelligen wenst te verkrijgen, dient u NAVTEQ redelijkerwijs in de gelegenheid te stellen u de bedoelde informatie te verschaffen, op redelijke voorwaarden, waaronder begrepen een redelijke vergoeding.

OVERDRACHT VAN HET GEBRUIKSRECHT

Het is u niet toegestaan de Database over te dragen aan derden, behoudens wanneer de Database is geïnstalleerd op het systeem waar het voor ontwikkeld is of wanneer u geen kopie van de Database behoudt na de overdracht, en in ieder geval alleen indien degene aan wie wordt overgedragen alle bepalingen van deze OVEREENKOMST aanvaardt, en dit schriftelijk aan NAVTEQ bevestigt. CD-sets mogen uitsluitend worden overgedragen of verkocht als complete set zoals geleverd door NAVTEQ en niet in delen daarvan.

BEPERKTE GARANTIE

NAVTEQ garandeert, met inachtneming van de waarschuwingen zoals hieronder uiteengezet, dat de Database gedurende een periode van 12 maanden na verkrijging van uw exemplaar van de Database, 'Volledigheid' van NAVTEQ, geldend op de datum waarop u uw exemplaar van de Database hebt verkregen; deze 'Criteria voor Nauwkeurigheid en Volledigheid' worden u op uw verzoek ter beschikking gesteld door NAVTEQ. Indien de Database niet functioneert in overeenstemming met deze beperkte garantie, zal NAVTEQ zich redelijkerwijs inspannen om uw niet-werkende exemplaar van de Database te repareren of te vervangen. Indien de Database na deze inspanningen niet functioneert in overeenstemming met de garantie zoals hierboven beschreven, hebt u de keuze tussen het verkrijgen van een redelijke vergoeding van de prijs die u hebt betaald voor de Database of ontbinding van deze

Overeenkomst. Het voorgaande is NAVTEQ's totale aansprakelijkheid en uw enige verhaalsmogelijkheid jegens NAVTEQ. Behoudens voorzover uitdrukkelijk bepaald in dit artikel, verleent NAVTEQ geen enkele garantie met betrekking tot het gebruik van de Database of de resultaten die u met behulp van de Database kunt verkrijgen, in de zin van foutloosheid, nauwkeurigheid, betrouwbaarheid of anderszins. NAVTEQ garandeert niet dat de Database foutloos is of zal zijn. Mondelinge of schriftelijke informatie of adviezen die u door NAVTEQ, uw leverancier of door enige andere persoon worden verstrekt, houden geen garanties in, binden NAVTEQ in geen enkel opzicht en houden geen uitbreiding van de hierboven omschreven beperkte garantie in. De in deze Overeenkomst omschreven beperkte garantie laat rechten die u kunt ontleen aan eventueel toepasselijke bepalingen van dwingend recht met betrekking tot verborgen gebreken onverlet.

Indien u de Database niet rechtstreeks van NAVTEQ hebt afgenomen, is het mogelijk dat u naast de rechten aan u verleend door NAVTEQ in deze Overeenkomst, wettelijke verhaalsmogelijkheden hebt tegen de persoon van wie u de Database hebt verkregen op grond van het toepasselijke recht in uw jurisdictie. De beperkte garantie van NAVTEQ tast deze wettelijke verhaalsmogelijkheden niet aan en u mag deze verhaalsacties uitoefenen naast een beroep op de garantie uit deze Overeenkomst.

BEPERKING VAN AANSPRAKELIJKHEID

De prijs van de Database is niet berekend op dekking van risico's van gevolgschade, indirecte schade of onbeperkte directe schade als gevolg van uw gebruik van de Database. Derhalve zal NAVTEQ in geen geval jegens u aansprakelijk zijn wegens gevolgschade of indirecte schade, waaronder begrepen maar niet beperkt tot schade in de vorm van gederfde inkomsten, verlies van gegevens of van gebruik voor u of een derde voortvloeiend uit het gebruik van de Database, hetzij in een onrechtmatige daadsactie, hetzij in een contractuele actie hetzij gebaseerd op een garantie, ook al was NAVTEQ op de hoogte gesteld van de mogelijkheid van het intreden van zulke schade. In ieder geval is de aansprakelijkheid van NAVTEQ voor directe schade beperkt tot het bedrag dat u hebt betaald voor het verkrijgen van de Database.

DE BEPERKTE GARANTIE EN DE BEPERKING VAN AANSPRAKELIJKHEID, ZOALS OPGENOMEN IN DEZE OVEREENKOMST LATEN ONVERLET ALLE RECHTEN DIE U KUNT ONTLENEN AAN EVENTUEEL TOEPASSELIJKE DWINGENDRECHTELIJKE WETGEVING WANNEER U DE DATABASE ANDERS DAN IN DE UITOEFENING VAN EEN BEDRIJF HEBT VERKREGEN.

WAARSCHUWINGEN

De Database is een weergave van de realiteit zoals die bestond voordat u de Database verkreeg en deze is opgebouwd uit gegevens en informatie van de overheid en andere bronnen, die onjuist of onvolledig kunnen zijn. Door verloop van tijd, gewijzigde omstandigheden of vanwege de aard van de bronnen is het derhalve mogelijk dat de Database onjuiste of onvolledige gegevens of informatie bevat. De Database bevat of geeft onder meer geen van de volgende categorieën informatie weer: veiligheid van de omgeving; beschikbaarheid of nabijheid van politie; hulp in noodgevallen; constructiewerkzaamheden; weg- en rijstrookafsluitingen; voertuig- en snelheidsbeperkingen; helling(shoek) van de weg; beperkingen met betrekking tot onder andere maximale hoogte van viaducten of maximaal gewicht op bruggen; weg- of verkeersomstandigheden; bijzondere gebeurtenissen; verkeersopstoppingen of reistijd.

TOEPASSELIG RECHT

Deze Overeenkomst wordt beheerst door het recht van het land waar u woont op de dag van verkrijging van de Database. In het geval dat u op dat moment buiten de Europese Unie of Zwitserland woont, is het recht van het land binnen de Europese Unie of Zwitserland waar u de Database hebt verkregen van toepassing. In alle andere gevallen, of in het geval dat de plaats waar u de Database hebt aangeschaft niet bepaalbaar is, is Nederlands recht van toepassing. De bevoegde rechter in uw woonplaats op de dag van verkrijging van de Database is bevoegd geschillen die voortvloeien uit of samenhangen met deze Overeenkomst te beoordelen, onverminderd het recht van NAVTEQ vorderingen voor te leggen aan de rechter van de plaats waar u ten tijde van het desbetreffende geschil woont.

ANTES DE UTILIZAR LA BASE DE DATOS NAVTEQ LEA DETENIDAMENTE EL PRESENTE CONTRATO DE LICENCIA PARA USUARIOS FINALES

NOTIFICACIÓN PARA EL USUARIO

EL PRESENTE ES UN CONTRATO DE LICENCIA - Y NO UN CONTRATO DE COMPRAVENTA - ENTRE USTED Y NAVTEQ B.V. POR SU EJEMPLAR DE LA BASE DE DATOS DE MAPAS DE NAVEGACIÓN NAVTEQ, CON INCLUSIÓN DE LOS PROGRAMAS DE SOFTWARE CORRESPONDIENTES, LOS MEDIOS PORTADORES DE INFORMACIÓN Y LA DOCUMENTACIÓN ACLARATORIA IMPRESA PUBLICADA POR NAVTEQ B.V. (A DENOMINAR, EN CONJUNTO, "LA BASE DE DATOS"). AL HACER USO DE SU EJEMPLAR DE LA BASE DE DATOS, ACEPTA Y ESTÁ DE ACUERDO CON TODAS LAS CLAUSULAS DE ESTE CONTRATO DE LICENCIA PARA USUARIOS FINALES ("CONTRATO"). SI NO ESTÁ DE ACUERDO CON LAS CLÁUSULAS DE ESTE CONTRATO, DEVUELVA INMEDIATAMENTE A SU PROVEEDOR SU EJEMPLAR DE LA BASE DE DATOS, JUNTO CON TODOS LOS ELEMENTOS QUE LO ACOMPAÑAN, PARA SU REEMBOLSO.

PROPIEDAD

La Base de datos y sus correspondientes derechos de autor, propiedad intelectual o derechos afines son propiedad de NAVTEQ o de sus licenciadores. La propiedad de los medios portadores de la Base de datos será conservada por NAVTEQ y/o por su proveedor hasta la fecha en que usted haya pagado completamente el importe que adeude a NAVTEQ y/o a su proveedor en virtud del presente Contrato o de un(os) contrato(s) similar(es) mediante el(los) cual(es) hubiese recibido los productos.

CONCESIÓN DE LICENCIA

NAVTEQ le concede una licencia no exclusiva de utilización de la Base de datos para su uso propio o, si procede, para uso en las operaciones internas de su empresa. Esta licencia no incluye el derecho a conceder sublicencias.

RESTRICCIONES DE USO

La Base de datos está restringida para uso en el sistema específico para el cual ha sido desarrollada. Salvo en la medida en que las leyes obligatorias así lo permitan explícitamente (p.ej. las leyes nacionales basadas en la Directiva europea sobre software (91/250) y la Directiva sobre bancos de datos (96/9)), no podrá extraer ni reutilizar partes sustanciales del contenido de la Base de datos, ni reproducir, modificar, adaptar, traducir, desensamblar, descompilar, ni usar técnicas de ingeniería inversa en ninguna parte de la Base de datos. Si desea obtener la información de interoperabilidad a que alude (la legislación nacional en la que se basa) la Directiva sobre software, deberá conceder a NAVTEQ el plazo adecuado para suministrarle dicha información en un término razonable, incluidos los costes, a determinar por NAVTEQ.

TRANSFERENCIA DE LA LICENCIA

No podrá transferir la Base de datos a terceros, salvo que ésta haya sido instalada en el sistema para el cual ha sido desarrollada, o si no conserva ninguna copia de la Base de datos y, siempre que el beneficiario de la transferencia se declare conforme con todos los términos y condiciones de este Contrato y lo notifique por escrito a NAVTEQ. Los paquetes multidisco podrán ser transferidos o vendidos únicamente como un paquete completo, tal como los suministra NAVTEQ, y no como un subpaquete del mismo.

LIMITACIÓN DE LA GARANTÍA

Sujeto a lo dispuesto en el apartado Advertencias que se expone más adelante, NAVTEQ garantiza que durante los doce meses siguientes a la adquisición de su copia de la Base de datos, ésta funcionará sustancialmente de acuerdo con los Criterios de Precisión e Integridad de NAVTEQ vigentes a la fecha en que usted ha adquirido dicho ejemplar de la Base de datos; a solicitud suya, la presente limitación de garantía, NAVTEQ, dentro de los términos razonables, tomará las medidas pertinentes para reparar o sustituir dicho ejemplar defectuoso de la Base de datos. Si las medidas tomadas no conducen al funcionamiento de la Base de datos en conformidad con la garantía aquí descrita, usted podrá elegir entre obtener una devolución razonable del precio pagado por la Base de datos o rescindir este Contrato. Lo anterior constituye la responsabilidad total de NAVTEQ y su único recurso contra ella. Salvo que haya sido dispuesto explícitamente en este artículo, NAVTEQ no concederá ninguna

garantía, ni hará representaciones con respecto al uso de resultados o al uso de la Base de datos en términos de perfección, exactitud, fiabilidad u otros conceptos. NAVTEQ no garantiza la perfección presente ni futura de la Base de datos. Ninguna información o recomendación, oral o escrita, que haya sido suministrada por NAVTEQ, por su proveedor o por cualquier otra persona, constituirá garantía ni, en ninguna otra forma, contemplará una ampliación de la limitación de garantía anteriormente expuesta. La limitación de garantía dispuesta en este Contrato no afecta o perjudica ningún derecho legal estatutario que usted pueda derivar de la garantía legal con respecto a defectos ocultos.

Si no ha adquirido la Base de datos directamente de NAVTEQ es posible que, además de los derechos concedidos por NAVTEQ en virtud del presente contrato, obtenga derechos legales estatutarios de la persona de quien ha obtenido su Base de datos de acuerdo con la legislación vigente en su jurisdicción. La anterior garantía de NAVTEQ no afectará dichos derechos legales y usted podrá mantener tales derechos en adición a los derechos de garantía concedidos aquí.

LIMITACIÓN DE LA RESPONSABILIDAD

El precio de la Base de datos no incluye la cobertura por riesgo de daños consecuenciales, indirectos o daños directos ilimitados derivados del uso que usted hace de la Base de datos. Por tanto, en ningún caso, NAVTEQ asumirá responsabilidad alguna por daños consecuenciales o indirectos incluyendo, sin limitación, los perjuicios por lucro cesante, pérdida de datos o falta de uso, derivados del uso de la Base de datos en que incurra usted o un tercero ya sea en acción contractual, ilícita o en virtud de una garantía, incluso si NAVTEQ hubiese sido notificada de la posibilidad de que ocurriesen dichos perjuicios. En cualquier caso, la responsabilidad de NAVTEQ por daños directos estará limitado al precio de su ejemplar de la Base de datos.

LA LIMITACIÓN DE LA GARANTÍA Y LA LIMITACIÓN DE LA RESPONSABILIDAD TAL COMO CONSTAN EN EL PRESENTE CONTRATO, NO AFECTAN O PERJUDICAN SUS DERECHOS LEGALES ESTATUTARIOS EN CASO DE HABER ADQUIRIDO LA BASE DE DATOS EN FORMA DIFERENTE A LA EXPLOTACIÓN DE UNA EMPRESA.

ADVERTENCIAS

La Base de datos reproduce la realidad tal como ésta existía previa a la fecha en que usted la ha adquirido y comprende información y datos provenientes de la administración pública y de otras fuentes los cuales pueden contener errores u omisiones. En consecuencia, la Base de datos puede incluir información incorrecta e incompleta debido al paso del tiempo, la alteración de las circunstancias y a la naturaleza de las fuentes empleadas. La Base de datos no contiene ni refleja información sobre, por ejemplo, la seguridad de la zona, el cumplimiento de la ley, la asistencia en casos de emergencia, obras en construcción, cierres de vías o carriles, restricciones de velocidad o de vehículos, declive de la vía y grado de la pendiente, limitaciones con respecto a la altura o peso permitido en puentes, condiciones viales o de tráfico, acontecimientos especiales, atascos o duración del viaje.

LEGISLACIÓN APLICABLE

El presente Contrato se regirá por las leyes de la jurisdicción donde usted resida en la fecha de adquisición de la Base de datos. Si en la citada fecha reside fuera de la Unión Europea o de Suiza, se aplicará la legislación de la jurisdicción de la Unión Europea o de Suiza donde haya adquirido la Base de datos. En todos los demás casos, o si no es posible establecer la jurisdicción donde ha adquirido la Base de datos, se aplicará la legislación de los Países Bajos. El juez competente en su lugar de residencia en la fecha de adquisición de la Base de datos deberá estar facultado para pronunciarse sobre cualquier conflicto derivado del presente Contrato o relacionado con él, sin detrimento del derecho de NAVTEQ a presentar reclamaciones judiciales en el lugar donde usted resida en dicho momento.

LÆS VENLIGST DENNE SLUTBRUGERLICENSAFTALE OMHYGGELIGT INDEN DU BEGYNDER AT BRUGE NAVTEQ DATABASE

MEDDELELSE TIL BRUGEREN

DETTE ER EN LICENSAFTALE - OG IKKE EN SALGSAFTALE- MELLEM DIG OG NAVTEQ B.V. VEDRØRENDE DIN KOPI AF NAVTEQ NAVIGABLE MAP DATABASE HERUNDER TILKNYTTET COMPUTERSOFTWARE, MEDIER OG SUPPLERENDE TRYKT MATERIALE UDGIVET AF NAVTEQ ("DATABASEN"). VED AT BRUGE DATABASEN, ACCEPTERER DU ALLE VILKÅR OG BETINGELSER I DENNE SLUTBRUGERLICENSAFTALE ("SLUTBRUGERLICENSAFTALEN"). SÅFREMT DU IKKE KAN ACCEPTERE BETINGELSERNE I NÆRVÆRENDE SLUTBRUGERLICENSAFTALE, SKAL DU STRAKS RETURNERE DATABASEN SAMMEN MED ALLE TILKNYTTED EMMER TIL FORHANDLEREN MOD REFUNDERING AF KØBESUMMEN.

EJENDOMSRET

Databasen samt ophavsrettigheder og intellektuelle ejendomsrettigheder eller naborettigheder deri ejes af NAVTEQ eller dennes licensgivere. Ejendomsretten til de medier, der indeholder Databasen, bibeholdes af NAVTEQ og/eller leverandøren, indtil du har betalt alle i henhold til nærværende slutbrugerlicensaftale eller lignende aftale(r), og efter hvilke varerne er leveret til dig, de fulde beløb der skal betales til NAVTEQ og/eller leverandøren.

LICENSUDSTEDELSE

NAVTEQ udsteder dig en ikke-eksklusiv licens til at bruge Databasen til personligt brug, eller hvis relevant, til brug i din virksomheds interne drift. Denne licens indbefatter ikke retten til at udstede underlicenser.

BEGRÆNSNINGER I BRUGEN

Databasen er begrænset til brug i det pågældende system, for hvilket den blev oprettet. Med undtagelse af det i de præceptive love (dvs. nationale love baseret på Rådets direktiv 91/250 om retlig beskyttelse af edb programmer og Europa-Parlamentets og Rådets direktiv 96/9 om retlig beskyttelse af databaser) udtrykkeligt tilladte omfang, må du ikke uddrage eller genanvende væsentlige dele af Databasen indhold ej heller duplikere, kopiere, modificere, justere, oversætte, demontere, dekompile, foretage reverse engineering af nogen del af Databasen. Dersom du ønsker interoperabilitet, som defineret i (nationale love der er baseret på) direktivet om retlig beskyttelse af edb programmer, skal du give NAVTEQ rimelig lejlighed til at frembringe nævnte informationer på rimelige betingelser herunder også omkostninger, som skal fastsættes af NAVTEQ.

OVERDRAGELSE AF LICENS

Du har ikke ret til at overdrage Databasen til tredjepersoner, undtagen hvis den er installeret på det system, for hvilket den var oprettet, eller hvis du ikke tilbageholder nogen kopi af Databasen og forudsat at erhververen accepterer alle vilkår og betingelser i denne slutbrugerlicensaftale og skriftligt bekræfter dette over for NAVTEQ. Multi-disk sæt kan kun overdrages eller sælges som de af NAVTEQ leverede komplette sæt og ikke som undersæt deraf.

BEGRÆNSET GARANTI

Med forbehold for nedenstående advarsler garanterer NAVTEQ, for en periode af 12 måneder efter du har købt en kopi af Databasen, at den i det væsentlige vil yde i overensstemmelse med NAVTEQ's kriterier for nøjagtighed og fuldstændighed, der eksisterede på købsdatoen for Databasen. Du kan få udleveret disse kriterier efter anmodning. Dersom Databasen ikke yder i overensstemmelse med nærværende begrænsede garanti, vil NAVTEQ gøre alle rimelige bestræbelser for at reparere eller udskifte din uoverensstemmende kopi af Databasen. Dersom disse bestræbelser ikke fører til, at Databasen yder i overensstemmelse med de heri anførte garantier, har du valget mellem enten at slutbrugerlicensaf-tale. Dette udgør NAVTEQ's samlede ansvar og dit eneste retsmiddel mod NAVTEQ. Med undtagelse af hvad der udtrykkeligt er anført i nærværende afsnit, garanterer NAVTEQ ikke eller fremsætter nogen anbringender med hensyn til brugen af resultaterne af brugen af Databasen ud fra dennes rigtighed, korrekthed, pålidelighed eller på anden vis. NAVTEQ garanterer ikke, at Databasen er eller vil være fejlfri. Ingen mundtlige eller skriftlige informationer eller henstillinger givet af NAVTEQ, leverandøren eller nogen anden person danner nogen garanti eller på nogen måde udvider rammerne

af den herover beskrevne begrænsede garanti. Den i slutbrugerlicensaftalens anførte begrænsede garanti har ingen indflydelse på eller skader nogen lovfæstede rettigheder, du måtte have i henhold til den lovfæstede garanti mod skjulte mangler.

Hvis du ikke købte Databasen direkte fra NAVTEQ, har du måske lovfæstede rettigheder mod den person, fra hvilken du købte Databasen, udover de herunder af NAVTEQ afgivne rettigheder i overensstemmelse med bestemmelserne i din jurisdiktion. NAVTEQ's ovenstående garanti har ingen indflydelse på sådanne lovfæstede rettigheder, og sådanne rettigheder kan du gøre gældende foruden de heri givne garantirettigheder.

BEGRÆNSNING AF ANSVAR

Databasens pris indbefatter ikke nogen betaling for accept af risiko for sekundære, indirekte eller ubegrænsede indirekte skader, der måtte opstå i forbindelse med din brug af Databasen. I overensstemmelse hermed påtager NAVTEQ sig intet ansvar for sekundære eller indirekte skader herunder også og uden begrænsning tab af indtægt, data eller brug du eller nogen tredjemand måtte lide, som følge af din brug af Databasen, enten det er søgsmål inden for kontrakt eller uden for kontrakt baseret på en garanti, selv om NAVTEQ er blevet oplyst om muligheden for sådanne erstatningskrav. Under alle omstændigheder er NAVTEQ's ansvar for direkte skader begrænset til købsprisen for din kopi af Databasen.

DEN BEGRÆNSEDE GARANTI OG DET BEGRÆNSEDE ANSVAR ANFØRT I NÆRVÆRENDE SLUTBRUGERLICENSÅFTALE HAR INGEN INDFLYDELSE PÅ ELLER ER TIL SKADE FOR DINE LOVFÆSTEDE RETTIGHEDER, HVIS DU HAR KØBT DATABASEN PÅ ANDEN VIS END I ET FORRETNINGSFORLØB.

ADVARSLER

Databasen reflekterer virkeligheden, som den var, inden du modtog Databasen, og den indeholder data og informationer fra offentlige myndigheder og andre kilder, som kan indeholde fejl og udeladelser. Som følge deraf kan Databasen indeholde fejlagtige eller ufuldstændige informationer, på grund af tidens gang, ændrede forhold og arten af de anvendte kilder. Databasen indeholder ikke eller reflekterer informationer om bl.a. nabolagssikkerhed, retshåndhævelse, nødhjælp, byggearbejde, gade- eller vejlukninger, køretøjs eller hastighedsrestriktioner, gade-/vejhældning eller niveau, brohøjde, vægt eller andre begrænsninger, vej- eller trafikforhold, særlige begivenheder, trafikpropper eller rejsetid.

GÆLDENDE LOV

Lovene i den jurisdiktion, hvori du bor på købstidspunktet af database, gælder for nærværende aftale. Hvis du på det tidspunkt opholder dig uden for Den Europæiske Union eller Schweiz, er det loven i den jurisdiktion inden for Den Europæiske Union eller Schweiz, hvor du købte Databasen, der gælder. I alle andre tilfælde, eller hvis jurisdiktionen på det sted, du købte Databasen, ikke kan defineres, er det lovene i Holland der gælder. De kompetente retter på dit bopælssted på det tidspunkt, du købte Databasen, har jurisdiktion over enhver tvist, der måtte opstå som følge af eller vedrørende nærværende aftale uden skade for NAVTEQ's ret til at rejse krav på dit nuværende bopælssted.

QUEIRA POR FAVOR LER ATENTAMENTE ESTE ACORDO DE LICENÇA DO UTILIZADOR FINAL ANTES DE UTILIZAR A BASE DE DADOS NAVTEQ

AVISO PARA O UTILIZADOR

O PRESENTE DOCUMENTO É UM ACORDO DE CONCESSÃO DE LICENÇA - E NÃO UM ACORDO PARA EFEITOS DE VENDA - ENTRE O UTILIZADOR E A NAVTEQ B.V., NO QUE RESPEITA À CÓPIA ADQUIRIDA DA BASE DE DADOS DE NAVEGAÇÃO E CARTOGRAFIA DA NAVTEQ, INCLUINDO O PROGRAMA DE COMPUTADOR E O MEIO DE SUPORTE QUE LHE ESTÃO ASSOCIADOS, BEM COMO A DOCUMENTAÇÃO EXPLICATIVA PUBLICADA PELA NAVTEQ (CONJUNTAMENTE DESIGNADOS POR “A BASE DE DADOS”). AO UTILIZAR A BASE DE DADOS, EM QUALQUER CIRCUNSTÂNCIA, O CLIENTE ESTARÁ A MANIFESTAR A SUA ACEITAÇÃO E CONCORDÂNCIA RELATIVAMENTE A TODOS OS TERMOS E CONDIÇÕES DO PRESENTE ACORDO DE LICENÇA DO UTILIZADOR FINAL (DORAVANTE DESIGNADO POR “ACORDO”). CASO NÃO CONCORDE COM OS TERMOS CONSTANTES DESTE ACORDO, QUEIRA DE IMEDIATO EFECTUAR A DEVOLUÇÃO DA BASE DE DADOS, JUNTAMENTE COM TODOS OS OUTROS ARTIGOS QUE A ACOMPANHAM, AO SEU FORNECEDOR, PARA QUE SE PROCEDA AO REEMBOLSO.

PROPRIEDADE

A Base de Dados, assim como os direitos de autor e de propriedade intelectual, ou os direitos conexos sobre a mesma, são propriedade da NAVTEQ ou dos seus licenciantes. A propriedade dos meios de suporte que contêm a Base de Dados é retida pela NAVTEQ e/ou pelo seu fornecedor até que tenham sido pagas, na sua totalidade, quaisquer quantias devidas à NAVTEQ e/ou ao seu fornecedor em conformidade com o presente Acordo ou qualquer outro acordo semelhante ao abrigo do qual os produtos lhe sejam fornecidos.

CONCESSÃO DE LICENÇA

A NAVTEQ concede-lhe uma licença não exclusiva de utilização da Base de Dados para fins pessoais ou, caso tal se aplique, para uma utilização no âmbito das operações levadas a cabo internamente pela sua empresa. Na presente licença não está incluído o direito à concessão de sublicenças.

RESTRIÇÕES DE UTILIZAÇÃO

A utilização da Base de Dados é limitada ao sistema específico para o qual foi criada. Excepto na medida em que tal seja expressamente permitido pelas disposições legais de aplicação obrigatória (por exemplo, legislação nacional baseada na Directiva n° 91/250/CE relativa ao regime de protecção jurídica dos programas de computador e na Directiva n° 96/9/CE relativa à protecção jurídica das Bases de Dados), o utilizador não deverá extrair ou reutilizar partes significativas do conteúdo da Base de Dados, nem reproduzir, copiar, modificar, adaptar, traduzir, desmontar ou decompor, nem efectuar operações de inversão de engenharia de qualquer parte da Base de Dados. Se desejar obter informação sobre a sua interoperabilidade nos termos a que se refere a Directiva Europeia relativa a Programas de Computador (Directiva em cuja legislação nacional está baseada), deverá, pois, conceder à NAVTEQ a oportunidade de facultar a referida informação segundo os meios considerados razoáveis, incluindo os custos, que serão determinados pela NAVTEQ.

TRANSFERÊNCIA DE LICENÇA

Não é permitida a transferência da Base de Dados a terceiros, excepto nos casos em que a mesma se encontre instalada no sistema para o qual foi criada ou em que o cliente não conserve qualquer cópia da Base de Dados para si, e na medida em que o transmissário expresse o seu consentimento em relação a todos os termos e condições do presente Acordo e o confirme por escrito à NAVTEQ. Os conjuntos de multi-discos somente poderão ser transferidos ou vendidos como um conjunto completo, tal como fornecidos pela NAVTEQ, e não como um subconjunto daquele.

GARANTIA LIMITADA

A NAVTEQ oferece a garantia de que, sujeita às Advertências abaixo descritas e por um período de 12 meses após ter adquirido a sua cópia da Base de Dados, a mesma irá funcionar substancialmente de acordo com os Critérios de Exactidão e Integralidade da NAVTEQ existentes à data de aquisição da Base de Dados, sendo que estes critérios podem ser disponibilizados pela NAVTEQ mediante solicitação do utilizador. No caso de a Base de Dados não funcionar de acordo com a presente garantia limitada, a NAVTEQ realizará os esforços que se afigurem adequados para proceder à reparação ou

substituição da cópia da Base de Dados que não esteja a funcionar devidamente. Se os referidos esforços não conduzirem a um desempenho da Base de Dados que esteja em consonância com as garantias aqui explicitadas, o utilizador poderá optar entre receber uma quantia racional a título de reembolso pelo preço pago pela Base de Dados ou rescindir o presente Acordo. As opções mencionadas constituem responsabilidade integral da NAVTEQ, o único meio de recurso do utilizador em relação à NAVTEQ. Salvo em caso de indicação expressa nesse sentido na presente secção, a NAVTEQ não proporciona garantias nem realiza quaisquer representações no que se refere à utilização ou aos resultados da utilização da Base de Dados em termos da sua correcção, exactidão, fiabilidade, ou quaisquer outras. A NAVTEQ não garante que a Base de Dados se encontre presentemente, ou futuramente, isenta de erros. Nenhuma informação ou conselho prestado, oralmente ou por escrito, pela NAVTEQ, pelo seu fornecedor ou por qualquer outra pessoa, deverá ser de molde a constituir uma garantia ou, de qualquer outra forma, alargar o âmbito da garantia limitada acima descrita. A garantia limitada constante do presente Acordo não deverá considerar-se como afectando ou prejudicando quaisquer direitos que, nos termos previstos pela lei, o utilizador possa invocar em virtude da garantia legal contra defeitos ocultos.

Caso não tenha adquirido a Base de Dados directamente à NAVTEQ, poderá ter direitos estatutários a serem exercidos contra o intermediário junto do qual adquiriu a Base de Dados, complementarmente aos direitos que pela presente lhe são conferidos pela NAVTEQ, em conformidade com a lei da sua jurisdição. A garantia da NAVTEQ, supracitada, não deverá afectar os referidos direitos estatutários, pelo que o utilizador poderá reivindicar tais direitos para além dos direitos que lhe assistem ao abrigo da garantia concedida no presente Acordo.

LIMITAÇÃO DE RESPONSABILIDADE

O preço da Base de Dados não inclui qualquer valor relativo à suposição de risco de danos directos ilimitados, indirectos ou consequenciais, que possam advir da sua incorrecta utilização da Base de Dados. Do mesmo modo, sob nenhuma circunstância deverá a NAVTEQ ser responsável por quaisquer danos indirectos ou consequenciais, nestes se incluindo, e não se limitando, por perdas de rendimento, dados, ou utilização, em que incorra o cliente ou um terceiro, em resultado da sua utilização da Base de Dados, quer seja no quadro de uma acção contemplada no contrato ou extra-negocial, ou baseada numa garantia, mesmo no caso de a NAVTEQ ter sido informada acerca da possibilidade de ocorrência de tais danos. Em quaisquer circunstâncias, a responsabilidade por danos directos imputável à NAVTEQ é limitada ao preço da sua cópia da Base de Dados.

A GARANTIA LIMITADA E A LIMITAÇÃO DE RESPONSABILIDADE, DESCRITAS NO PRESENTE ACORDO, NÃO AFECTAM NEM PREJUDICAM OS SEUS DIREITOS ESTATUTÁRIOS NO CASO DE TER ADQUIRIDO A BASE DE DADOS DE OUTRA FORMA QUE NÃO NO DECURSO DE UMA TRANSACÇÃO COMERCIAL.

ADVERTÊNCIAS

A Base de Dados reflecte a realidade tal como existia até ao momento em que a recebeu e é composta por dados e informações provenientes de entidades governamentais e outras fontes, podendo conter erros e omissões. Assim sendo, a Base de Dados poderá conter informação inexacta ou incompleta devido à passagem do tempo, à alteração de circunstâncias, bem como à natureza das fontes utilizadas. A Base de Dados não inclui ou incide sobre informações referentes, entre outros aspectos, ao grau de segurança nas imediações, à execução da lei, à assistência em situações de emergência, obras de construção, estradas ou ruas vedadas à circulação, restrições de velocidade ou relativas a veículos, declive ou nivelamento de estradas, bem como altura, peso ou outros limites relativos a pontes, condições de estradas ou de trânsito, eventos especiais, congestionamento do tráfego, ou tempo de viagem.

LEI VIGENTE

O presente Acordo deverá ser regido pelas leis da jurisdição do local de residência do utilizador à data de aquisição da Base de Dados. Caso resida, de momento, fora da União Europeia ou Suíça, será aplicável a lei da jurisdição, pertencente à União Europeia ou Suíça, na qual tenha adquirido a Base de Dados. Nos restantes casos, ou perante a impossibilidade de definir a jurisdição do local onde foi adquirida a Base de Dados, será aplicável a legislação em vigor nos Países Baixos. Aquando da aquisição da Base de Dados, serão as instâncias competentes no seu local de residência que deverão exercer a sua jurisdição relativamente a qualquer litígio decorrente do presente Acordo, ou com este relacionado, sem prejuízo do direito da NAVTEQ a intentar uma acção judicial naquele que seja então o seu local de residência.

LÄS DETTA LICENSAVTAL FÖR SLUTANVÄNDARE NOGGRANT INNAN NI ANVÄNDER NAVTEQ DATABAS

MEDDELANDE TILL ANVÄNDARE

DETTA ÄR ETT LICENSAVTAL - OCH INTE ETT AVTAL FÖR FÖRSÄLJNING - MELLAN ER OCH NAVTEQ B.V. FÖR ERT EXEMPLAR AV NAVTEQ NAVIGABLE MAP DATABAS, INKLUDERANDE TILLHÖRANDE PROGRAMVARA, MEDIA OCH TRYCKT MANUAL UTGIVEN AV NAVTEQ (GEMENSAMT BENÄMNDA "DATABASEN"). GENOM ATT ANVÄNDA DATABASEN, ACCEPTERAR NI OCH SAMTYCKER TILL ALLA VILLKOR OCH BESTÄMMELSER I DETTA LICENSAVTAL FÖR SLUTANVÄNDARE ("AVTAL"). OM NI INTE SAMTYCKER TILL VILLKOREN I DETTA AVTAL, RETURNERA OMGÅENDE DATABASEN, TILLSAMMANS MED ALLA ANDRA ÅTFÖLJANDE ARTIKLAR TILL ER LEVERANTÖR FÖR ÅTERBETALNING.

ÄGANDERÄTT

Databasen och upphovsrätter, immateriell egendom eller närliggande rättigheter däri ägs av NAVTEQ eller dess licensgivare. Äganderätten till de media som innehåller Databasen kvarligger hos NAVTEQ och/eller Er leverantör till dess att Ni erlagt samtliga belopp som skall erläggas till NAVTEQ och/eller Er leverantör i enlighet med detta Avtal eller liknande avtal enligt vilka varor tillhandahålls Er.

BEVILJANDE AV LICENS

NAVTEQ beviljar Er en icke-exklusiv licens att använda Databasen för Ert personliga bruk, eller om tillämpligt, för användande inom Ert företags interna verksamhet. Denna licens omfattar inte rätten att bevilja underlicenser.

BEGRÄNSNING AV ANVÄNDNING

Databasen får endast användas i det specifika system för vilket den framställts. Förutom till den del det uttryckligen tillåts av tvingande lag (t ex nationella lagar baserade på det Europeiska Datorprogramdirektivet (91/250) och Databasdirektivet (96/9)), får Ni ej göra utdrag ur eller återanvända betydande delar av innehållet i Databasen och ej heller reproducera, kopiera, modifiera, anpassa, översätta, demontera, dekompile eller tillbakaassemblera någon del av Databasen. Om Ni önskar erhålla samkörbarhetsinformation såsom avses i (den nationella lagen baserad på) det Europeiska Datorprogramdirektivet, skall Ni ge NAVTEQ skälig möjlighet att tillhandahålla sagda information på skäliga villkor, inkluderande kostnader, vilka fastställs av NAVTEQ.

ÖVERLÅTELSE AV LICENS

Ni får inte överlåta Databasen till tredje part, förutom som installerad i det system för vilket den skapades eller under förutsättning att Ni inte behåller någon kopia av Databasen och förutsatt att mottagaren samtycker till alla villkor och bestämmelser i detta Avtal och skriftligen bekräftar detta till NAVTEQ. Set med flera skivor får endast överföras eller säljas som ett komplett set så som det levereras av NAVTEQ och inte som delar av ett set.

BEGRÄNSAD GARANTI

NAVTEQ garanterar, med förbehåll för Varningarna nedan, för en tidsperiod på 12 månader efter anskaffandet av Ert exemplar av Databasen, att den fungerar väsentligen i enlighet med NAVTEQs exakthets- och fullständighetsnorm i dess lydelse vid det datum då Ni anskaffade Databasen; dessa normer kan ni på begäran få av NAVTEQ. Om Databasen inte fungerar i enlighet med denna begränsade garanti kommer NAVTEQ att vidta skäliga försök att reparera eller byta ut Ert icke överensstämmande exemplar av Databasen. Om dessa försök inte leder till att Databasen fungerar i enlighet med garantierna uppställda i detta avtal, kan Ni välja att antingen erhålla skälig återbetalning av den köpeskilling Ni betalade för Databasen eller att häva detta Avtal. Detta är NAVTEQs hela ansvarsskyldighet och Er enda rätt till gottgörelse från NAVTEQ. Förutom såsom uttryckligen är föreskrivet i detta avsnitt, garanterar NAVTEQ inte eller gör någon utfästelse beträffande användandet av resultaten från nyttjandet av Databasen vad avser riktighet, exakthet, tillförlitlighet eller annorledes. NAVTEQ garanterar inte att Databasen är eller kommer att vara felfri. Ingen muntlig eller skriftlig information tillhandahållen eller råd tillhandahållet av NAVTEQ, Er leverantör eller någon annan person ger upphov till en garanti eller ökar på något sätt omfattningen av den ovan beskrivna begränsade garantin. Den begränsade garantin enligt detta Avtal påverkar eller begränsar inte någon lagstadgad

rättighet som Ni kan ha enligt i lag föreskriven garanti mot dolda fel.

Om Ni inte anskaffade Databasen direkt från NAVTEQ kan Ni ha ytterligare lagstadgade rättigheter gentemot den person från vilken Ni anskaffade Databasen, utöver de rättigheter som Ni erhållit från NAVTEQ enligt denna bestämmelse, i enlighet med lagen i Er jurisdiktion. NAVTEQs ovanstående garanti påverkar inte sådana lagstadgade rättigheter och Ni kan utöva sådana rättigheter i tillägg till garantierna i detta avtal.

ANSVARSBEGRÄNSNING

Priset för Databasen inkluderar inte någon ersättning för övertagande av risken för följdskador, indirekta eller obegränsade direkta skador vilka kan uppstå i samband med Ert användande av Databasen. Följaktligen skall NAVTEQ inte i något fall vara ansvarigt för några följdskador eller indirekta skador, inkluderande utan begränsning, förlust av inkomst, data eller användning som åsamkats Er eller tredje part härrörande från Ert användande av Databasen, vare sig avseende inomobligatoriska eller utomobligatoriska anspråk eller baserade på garanti, även om NAVTEQ har underrättats om möjligheten av sådana skador. NAVTEQs ansvar för direkta skador är i samtliga fall begränsat till priset för Ert exemplar av Databasen.

DEN BEGRÄNSADE GARANTIN OCH ANSVARSBEGRÄNSNINGEN ENLIGT DETTA AVTAL PÅVERKAR ELLER BEGRÄNSAR INTE ERA LAGSTADGADE RÄTTIGHETER OM NI HAR ANSKAFFAT DATABASEN ANNORLEDES ÄN VID UTÖVANDE AV FÖRETAGSVERKSAMHET.

VARNING

Databasen återger verkligheten såsom den existerade innan Ni erhöll Databasen och den innehåller data och information från myndigheter och andra källor, vilka kan innehålla fel och utelämnanden. Följaktligen kan Databasen innehålla oriktig och ofullständig information på grund av tidens gång, förändrade omständigheter och beroende på beskaffenheten hos de använda källorna. Databasen inkluderar eller återger inte information om - bland annat - traktens säkerhet; upprätthållande av lag och ordning; hjälp i nödsituationer; byggnadsarbeten; väg- eller gatuavstängningar; fordons- eller hastighetsbegränsningar; väglutning eller grad; brohöjd; vikt eller andra begränsningar; väg- eller trafikförhållanden; särskilda evenemang, trafikstockning eller restid.

GÄLLANDE LAG

Detta Avtal skall lyda under lagarna i den jurisdiktion i vilken Ni är bosatt vid det datum då Ni anskaffade Databasen. Skulle Ni vid denna tidpunkt vara bosatt utanför den Europeiska Unionen eller Schweiz skall lagen i den jurisdiktion inom den Europeiska Unionen eller Schweiz där Ni anskaffade Databasen gälla. I alla andra fall, eller om den jurisdiktion där Ni anskaffade Databasen inte kan bestämmas, skall nederländsk lag gälla. Behörig domstol på Er hemort vid tidpunkten då Ni anskaffade Databasen skall ha jurisdiktion över tvist härrörande från eller i samband med detta Avtal, utan förfång för NAVTEQs rättigheter att framställa krav på Er då tillämpliga hemort.

VENNLIGST LES DENNE LISENSAVTALEN FOR SLUTTBRUKERE NØYE FØR DU TAR DATABASEN NAVTEQ I BRUK

MERKNAD TIL BRUKEREN

DETTE ER EN LISENSAVTALE - OG IKKE EN AVTALE OM SALG - MELLOM DEG OG NAVTEQ B.V. FOR DIN KOPI AV 'THE NAVTEQ NAVIGABLE MAP DATABASE', INKLUDERT TILKNYTTET DATAPROGRAMVARE, MEDIER OG FORKLARENDE TRYKT DOKUMENTASJON UTGITT AV NAVTEQ (SAMLET KALT "DATABASEN"). VED Å BRUKE DATABASEN, GODTAR DU ALLE VILKÅRENE I DENNE LISENSAVTALEN FOR SLUTTBRUKERE ("AVTALEN"). HVIS DU IKKE GODTAR VILKÅRENE I DENNE AVTALEN, MÅ DU SNAREST SENDE DATABASEN OG ALLE ELEMENTER SOM FØLGER MED DEN TILBAKE TIL LEVERANDØREN FOR Å FÅ DEN REFUNDERT.

EIERSKAP

Databasen samt opphavsretter og åndelige eiendomsrettigheter eller underliggende rettigheter i disse tilhører NAVTEQ eller deres rettighetsinnehavere. Mediene Databasen ligger på forblir NAVTEQs og/eller din leverandørs eiendom inntil du har betalt hele beløpet som tilfaller NAVTEQ og/eller din leverandør i overensstemmelse med denne Avtalen eller tilsvarende avtale(r) om levering av varen til deg.

TILDELING AV LISENS

NAVTEQ tildeler deg en lisens uten enerett for din personlige bruk av Databasen eller, hvis relevant, for intern bruk av den i ditt foretak. Denne lisensen omfatter ikke noen rett til å tildele underlisenser.

BRUKSBEGRENSNINGER

Databasens bruk er begrenset til det bestemte systemet den ble opprettet for. Unntatt i den utstrekning det eksplisitt tillates av de regelverk man er pålagt å forholde seg til (dvs. nasjonale lovverk basert på det europeiske programvaredirektivet (91/250) og Databasedirektivet (96/9)), har du ikke rett til å trekke ut eller gjøre ny bruk av vesentlige deler av innholdet i Databasen og heller ikke reproducere, kopiere, endre, tilpasse, oversette, demontere eller dekompile den eller ta fra hverandre programkoden i noen del av Databasen. Hvis du ønsker å oppnå samspillinformasjon i den betydningen som fremgår av (de nasjonale lover basert på) det europeiske programvaredirektivet, skal du gi NAVTEQ rimelig anledning til å fremskaffe slik informasjon på fornuftige vilkår, inkludert priser, som skal fastsettes av NAVTEQ.

OVERFØRING AV LISENS

Du har ikke rett til å overføre Databasen til tredjeparter, unntatt når den er installert i det systemet den ble opprettet for eller når du selv ikke beholder noen kopi av Databasen og under forutsetning av at den du overfører den til godtar alle vilkår i denne Avtalen og bekrefter dette skriftlig til NAVTEQ. Sett med flere disk kan kun overføres eller selges som ett komplett sett slik det ble levert av NT, og ikke som noe delsett av dette.

BEGRENSET GARANTI

NAVTEQ garanterer at, med forbehold for advarslene angitt nedenfor, over et tidsrom på 12 måneder etter at du har kjøpt din kopi av Databasen, vil denne i alt vesentlig ha den ytelse som fremgår av NAVTEQs 'Kriterier for nøyaktighet og fullstendighet' i kraft på den datoen du kjøpte Databasen. Disse kriteriene er tilgjengelige fra NAVTEQ på forespørsel. Skulle Databasen ikke gi den ytelsen som overensstemmer med denne begrensede garantien, skal NAVTEQ gjøre sitt beste innen rimelighetens grenser for å reparere eller skifte ut din uoverensstemmende kopi av Databasen. Hvis disse forsøkene ikke fører til at Databasen gir den ytelsen som tilsvarer garantiene i dette dokumentet, vil du ha valget mellom enten å motta en rimelig refusjon av beløpet du betalte for Databasen eller å oppheve denne Avtalen. Dette skal være NAVTEQs fulle ansvar og ditt eneste rettsmiddel mot NAVTEQ. Med unntak bruk av resultatene av bruken av Databasen hva angår dennes korrekthet, nøyaktighet, pålitelighet eller på annen måte. NAVTEQ garanterer ikke at Databasen er eller kommer til å være feilfri. Ingen muntlig eller skriftlig informasjon eller rådgivning gitt av NAVTEQ, din leverandør eller noen annen part skal anses å utgjøre en garanti eller på noen måte utvide omfanget av den begrensede garantien beskrevet ovenfor. Den begrensede garantien gitt i denne AVTALEN påvirker ikke og er uten noen prejudisier for de eventuelle lovfestede juridiske rettigheter du måtte ha under den juridiske garantien mot skjulte

defekter.

Hvis du ikke kjøpte Databasen direkte fra NAVTEQ, kan du ha lovfestede rettigheter i forhold til den personen du kjøpte Databasen fra, i tillegg til de rettigheter NAVTEQ har gitt deg med dette dokumentet, i henhold til lovverket i din rettskrets. Ovenstående garanti fra NAVTEQ skal ikke påvirke slike lovfestede rettigheter og du skal ha rett til å gjøre dem gjeldende i tillegg til de garantirettigheter du har fått i dette dokumentet.

ANSVARSBEGRENSNING

Prisen på Databasen inkluderer ingen hensyntagen til overtagelse av erstatningsansvar for følgeskader, indirekte skader eller ubegrensede direkte skader som måtte oppstå i forbindelse med din bruk av Databasen. Følgelig skal NAVTEQ under ingen omstendigheter ha erstatningsansvar for noen følgeskader eller indirekte skader, inkludert uten begrensning tap av inntekt, data eller bruk, som måtte ramme deg eller en eventuell tredjepart som følge av bruken av Databasen, det være seg i kontraktsmessige eller ikke-kontraktsmessige forhold (uaktsomhet) eller basert på en garanti, selv om NAVTEQ er blitt informert om muligheten for et slikt skadeansvar. I alle fall er NAVTEQs erstatningsansvar begrenset til prisen på din kopi av Databasen.

DEN BEGRENSEDE GARANTIE OG ANSVARSFRASKRIVELSE UTTRYKT I DENNE AVTALEN PÅVIRKER IKKE OG ER UTEN PREJUDISE FOR DINE LOVFESTEDE RETTIGHETER HVIS DU HAR KJØPT DATABASEN PÅ EN ANNEN MÅTE ENN VED EN FORRETNINGSTRANSAKSJON.

ADVARSLER

Databases gjenspeiler virkeligheten slik den var før du mottok Databasen og omfatter data og informasjon fra statlige og andre kilder som kan inneholde feil og utelatelser. Følgelig kan Databasen inneholde uriktig eller ufullstendig informasjon på grunn av tidsforløp, endrede omstendigheter og de anvendte kildenes art. Databasen inkluderer eller gir ikke informasjon om - blant annet - sikkerhet i nærmiljøet, lovhåndheving, nødhjelp, konstruksjonsarbeider, stengte veier og gater, kjøretøy- eller fartsbegrensninger, veibanens fall eller stigning, brohøyde, vekt- eller andre begrensninger, vei- eller trafikkforhold, spesielle hendelser, trafikkorker eller reisetid.

GJELDENE LOV

Denne avtalen skal rette seg etter lovene i rettskretsen der du bor på den datoen Databasen blir kjøpt. Skulle du på dette tidspunkt bo utenfor den Europeiske Union eller Sveits, er det loven i den rettskretsen innenfor den Europeiske Union eller Sveits hvor du kjøpte Databasen som kommer til anvendelse. I alle andre tilfeller, eller hvis den rettskrets hvor du kjøpte Databasen ikke kan defineres, skal loven i Nederland anvendes. De kompetente domstoler på ditt hjemsted på det tidspunkt du kjøpte Databasen skal ha domsmakt i eventuelle tvister som måtte oppstå på grunn av eller i forbindelse med denne avtalen, uten prejudise for NAVTEQs rett til å reise krav mot deg på ditt den gang gjeldende hjemsted.

PROSÍME, PŘEČTĚTE SI PEČLIVĚ TUTO SMLOUVU O LICENCI KONCOVÉHO UŽIVATELE ŘED TÍM, NEŽ POUŽIJETE DATABÁZI NAVTEQ

OZNÁMENÍ UŽIVATELI

TOTO JE SMLOUVA O LICENCI – A NIKOLI SMLOUVA O PRODEJI – MEZI VÁMI A SPOLEČNOSTÍ NAVTEQ B.V. NA VAŠÍ KOPII DATABÁZE NAVIGOVATELNÝCH MAP NAVTEQ, VČETNĚ SOUVISEJÍCÍHO PROGRAMOVÉHO VYBAVENÍ, NOSIČŮ A VYSVĚTLUJÍCÍ TISTĚNÉ DOKUMENTACE PUBLIKOVANÉ SPOLEČNOSTÍ NAVTEQ (SOUHRNNĚ „DATABÁZE“). POUŽITÍM DATABÁZE PŘIJÍMÁTE A SOUHLASÍTE SE VŠEMI PODMÍNKAMI TÉTO SMLOUVY O LICENCI KONCOVÉHO UŽIVATELE (DÁLE „SMLOUVA“) A SOUHLASÍTE S NIMI. NESOUHLASÍTE-LI S PODMÍNKAMI TÉTO SMLOUVY, NEPRODLENĚ VRATTE DATABÁZI SPOLU SE VŠEMI DALŠÍMI DOPROVODNÝMI POLOŽKAMI SVÉMU DODAVATELI K REFUNDACI.

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Databáze je omezena na užití v konkrétním systému, pro který byla vytvořena. S výjimkou rozsahu výslovně povoleného závaznými právními předpisy (například národními zákony založenými na Evropské směrnici o software (91/250) a Směrnici o Databázích (96/9)) nesmíte vyjmát nebo znovu používat podstatné části obsahu Databáze, ani reprodukovat, kopírovat, upravovat, přizpůsobovat, převádět, rozebírat, rozčleňovat, obráceně konstruovat jakoukoli část Databáze. Přejete-li si získat informace o vzájemné provozuschopnosti /interoperabilitě/, jak je míněna v (národních zákonech založených na) Evropské směrnici o software, musíte dát společnosti NAVTEQ odpovídající příležitost, aby poskytla řečené informace za přiměřených podmínek, včetně nákladů, které určí NAVTEQ.

PŘEVOD LICENCE

Databázi nesmíte převést na třetí strany s výjimkou případu, kdy je instalována v systému, pro který byla vytvořena, nebo když si neoponecháte žádnou kopii Databáze a za předpokladu, že nabyvatel souhlasí se všemi podmínkami této Smlouvy a potvrdí to písemně společnosti NAVTEQ. Soubory o více discích mohou být převáděny nebo prodávány pouze jako úplný soubor, jak jej dodal NAVTEQ, a nikoli jako jejich dílčí soubor.

OMEZENÁ ZÁRUKA

Společnost NAVTEQ zaručuje, že, s výhradou Varování uvedených níže, po období 12 měsíců po nabytí Vaší kopie Databáze bude tato fungovat podstatně v souladu s Kritérii společnosti NAVTEQ pro přesnost a úplnost, existujících k datu, kdy jste Databázi nabyli; tato kritéria můžete na svou žádost od NAVTEQ získat. Nefunguje-li Databáze v souladu s touto omezenou zárukou, společnost NAVTEQ vynaloží přiměřené úsilí k opravě nebo výměně Vaší nevyhovující kopie Databáze. Nepovede-li toto úsilí k fungování Databáze v souladu se zárukami zde uvedenými, budete mít možnost buď' obdržet přiměřenou náhradu ceny, kterou jste zaplatili za Databázi, nebo odstoupit od této Smlouvy. Toto je úplná odpovědnost společnosti NAVTEQ a Váš jediný opravný prostředek proti NAVTEQ. S výjimkou toho, co je výslovně stanoveno v tomto oddíle, společnost NAVTEQ nezaručuje ani nečiní žádná prohlášení ohledně užití výsledků užívání Databáze co do správnosti, přesnosti, spolehlivosti nebo jinak. Společnost NAVTEQ nezaručuje, že Databáze je nebo bude bez chyb. Žádné ústní nebo písemné informace nebo rady poskytnuté ze strany NAVTEQ, Vašeho dodavatele nebo jakékoli jiné osoby netvoří záruku ani žádným způsobem nerozšiřují rozsah omezené záruky výše popsané. Omezená záruka stanovená v této Smlouvě se nedotýká, ani není k újmě jakýchkoli statutárních zákonných práv,

kteřa můžete mít ze zákonného ručení proti skrytým vadám.

Pokud jste nenabyl(a) Databázi od NAVTEQ přímo, můžete mít zákonná statutární práva vůči osobě, od níž jste Databázi nabyl(a), dodatkem ke zde uvedeným právům zaručovaným společností NAVTEQ, podle zákona Vaší jurisdikce. Výše uvedená záruka společnosti NAVTEQ se nedotkne takových zákonných práv a můžete taková práva uplatňovat dodatkem k záručním právům zde uděleným.

OMEZENÍ ODPOVĚDNOSTI

Cena Databáze nezahrnuje žádné protiplnění za uvažovaná rizika následných, nepřímých nebo neomezených přímých škod, které mohou vzniknout v souvislosti s Vaším užíváním Databáze. Společnost NAVTEQ tudíž v žádném případě nenese odpovědnost za jakékoli následné nebo nepřímé škody, zejména ušlé příjmy, údaje nebo užití, utrpěné Vámi nebo jakoukoli třetí stranou, které vyplývají z Vašeho užívání Databáze, at již při žalobě ze smlouvy nebo deliktu nebo na základě záruky, a to i tehdy, byla-li společnost NAVTEQ vyrozuměna o možnosti takových škod. V každém případě je odpovědnost společnosti NAVTEQ za přímé škody omezena cenou Vaší kopie Databáze.

OMEZENÁ ZÁRUKA A OMEZENÍ ODPOVĚDNOSTI UVEDENÉ V TÉTO SMLouvĚ SE NEDOTÝKÁ ANI NENÍ K ÚJMĚ VAŠICH ZÁKONNÝCH PRÁV V PŘÍPADĚ, KDY JSTE NABYL(A) DATABÁZI JINAK NEŽ V PRŮBĚHU PODNIKÁNÍ.

VAROVÁNÍ

Databáze odráží skutečnost existující předtím, než jste obdržel(a) Databázi, a zahrnuje údaje a informace od státních orgánů a jiných zdrojů, které mohou obsahovat chyby a opomenutí. Databáze tudíž může obsahovat nepřesné nebo neúplné informace následkem uplynutí času, měnících se okolností, a rovněž vzhledem k povaze užívaných zdrojů. Databáze nezahrnuje ani neodráží informace o - mimo jiné - bezpečnosti blízkého okolí; vymáhání práva; pomoci při stavu nouze; stavebních pracech; uzávěrách silnic nebo jízdních pruhů; omezeních týkajících se vozidel nebo rychlosti; stoupání nebo sklonu vozovky; výšce mostů, hmotnosti nebo jiných omezeních; silničních nebo dopravních podmínkách; zvláštních událostech; dopravních zácpách; nebo jízdní době.

ROZHODNÉ PRÁVO

Tato Smlouva se řídí zákony jurisdikce, v níž máte pobyt k datu pořízení Databáze. Pokud byste v té době měl(a) pobyt mimo Evropskou unii nebo Švýcarsko, uplatní se právo jurisdikce v rámci Evropské unie nebo Švýcarska, kde jste si pořídil(a) Databázi. Ve všech dalších případech, nebo nemůže-li být definována jurisdikce, kde jste si pořídil(a) Databázi, uplatní se zákony Nizozemska. Soudy kompetentní v místě Vašeho pobytu v době, kdy jste si pořídil(a) Databázi,

TÄMÄ KÄYTTÖOIKEUSSOPIMUS ON LUETTAVA HUOLELLISESTI ENNEN NAVTEQ-TIETOKANNAN KÄYTTÖÄ

TIEDOKSI KÄYTTÄJÄLLE

TÄMÄ ON KÄYTTÄJÄN JA NAVTEQ B.V:N VÄLINEN KÄYTTÖOIKEUSSOPIMUS - EI MYÖNTISOPIMUS - JOKA KOSKEE KÄYTTÄJÄN HANKKIMAA TIEKARTTATIETOKANNAN KOPIOTA, MUKAAN LUKIEN SIIHEN KUULUVA TIETOKONEOHJELMISTO, TIETOVÄLINEET JA NAVTEQIN JULKAISEMA KIRJALLINEN OPASTUSAINEISTO (YHDESSÄ "TIETOKANTA"). KÄYTTÄMÄLLÄ TIETOKANTAA KÄYTTÄJÄ HYVÄKSYY KAIKKI TÄMÄN LOPPUKÄYTTÄJÄN KÄYTTÖOIKEUSSOPIMUKSEN ("SOPIMUS") EHDOT. JOS KÄYTTÄJÄ EI HYVÄKSY TÄMÄN SOPIMUKSEN EHTOJA, HÄNEN ON VÄLITTÖMÄSTI PALAUTETTAVA TIETOKANTA KOKONAISUUDESSAAN JÄLLEENMYYJÄLLE HYVITYSTÄ VASTAAN.

OMISTUSOIKEUS

Tietokanta sekä siihen liittyvät tekijänoikeudet ja immateriaalioikeudet tai muut lähioikeudet ovat NAVTEQin tai sen lisenssinantajien omaisuutta. Tietovälineet, jotka sisältävät tietokannan, pysyvät NAVTEQin ja/tai ohjelmistotoimittajan omistuksessa, kunnes käyttäjä on suorittanut NAVTEQille ja/tai ohjelmistotoimittajalle koko summan, jonka tämä sopimus tai muut vastaavat sopimukset, joiden perusteella hän on vastaanottanut tuotteet, velvoittaa hänet maksamaan.

KÄYTTÖOIKEUDEN MYÖNTÄMINEN

NAVTEQ myöntää käyttäjälle ei-yksinomaisen oikeuden tietokannan henkilökohtaiseen käyttöön tai soveltuissa tapauksissa käyttäjän yrityksen sisäiseen käyttöön. Tämä käyttöoikeus ei sisällä oikeutta myöntää alilisenssejä.

KÄYTÖN RAJOITUKSET

Tietokanta on tarkoitettu käytettäväksi vain siinä tietyssä järjestelmässä, jota varten se on tehty. Ellei pakottavasta lainsäädännöstä (esimerkiksi EU:n ohjelmistodirektiiviin (91/250/ETY) ja tietokantadirektiiviin (96/9/EY) perustuvista kansallisista laeista) muuta seuraa, käyttäjä ei saa kopioida tai käyttää uudelleen tietokannan sisällön olennaisia osia eikä toisintaa, kopioida, muuttaa, muuntaa, kääntää, palauttaa assembler- tai lähdekielelle tai aukikoodata mitään tietokannan osaa. Jos käyttäjä haluaa saada EU:n ohjelmistodirektiivissä (tai siihen perustuvassa kansallisessa lainsäädännössä) tarkoitettuja yhteentoimivuustietoja, hänen tulee antaa NAVTEQille riittävä tilaisuus toimittaa kysytyt tiedot kohtuullisin, NAVTEQin määräämin ehdoin, joihin sisältyy kohtuullinen korvaus.

KÄYTTÖOIKEUDEN SIIRTÄMINEN

Käyttäjä ei saa siirtää tietokantaa kolmannelle osapuolelle, paitsi kun se on asennettuna järjestelmään, jota varten se on tehty, tai kun käyttäjälle ei jää siirron jälkeen yhtään tietokannan kopiota, ja joka tapauksessa edellyttäen että siirronsaaja hyväksyy kaikki tämän sopimuksen ehdot ja vahvistaa tämän kirjallisesti NAVTEQille. Useita CD-ROM-levyjä sisältävät sarjat saa siirtää tai myydä vain kokonaisena sarjana, kuten NAVTEQ on ne toimittanut, ei osina.

RAJOITETTU TAKUU

NAVTEQ takaa jäljempänä esitettyjen varoitusten sisältämin varauksin, että tietokanta toimii 12 kuukauden ajan siitä, kun käyttäjä on hankkinut oman kopionsa, täyttäen olennaisin osin NAVTEQin tarkkuus- ja täydellisyyskriteerit, sellaisina kuin kriteerit ovat voimassa hankintapäivänä. NAVTEQ toimittaa kriteerit käyttäjälle pyynnöstä. Jos tietokanta ei toimi tämän rajoitetun vastuun edellyttämällä tavalla, NAVTEQ pyrkii mahdollisuuksien mukaan korjaamaan tai vaihtamaan tietokannan puutteellisesti toimivan kopion. Jos nämä toimet eivät johda siihen, että tietokanta toimisi esitetyn takuun mukaisesti, käyttäjä voi valintansa mukaan joko saada kohtuullisen korvauksen maksamastaan hankintahinnasta tai purkaa tämän sopimuksen. NAVTEQin vastuuvuolllisuus rajoittuu tähän eikä nimenomaisesti annettua takuuta lukuun ottamatta NAVTEQ ei anna mitään takuita tietokannan tai sen avulla saatavien tulosten virheettömyydestä, tarkkuudesta, luotettavuudesta tai muista ominaisuuksista. NAVTEQ ei takaa että tietokanta on tällä hetkellä tai tulevaisuudessa virheetön. Mikään NAVTEQin, ohjelmistotoimittajan tai muun henkilön antama suullinen tai kirjallinen informaatio tai ohje ei luo mitään takuuta eikä laajenna millään lailla edellä kuvatun rajoitetun takuun kattavuutta. Tässä sopimuksessa esitetty rajoitettu takuu ei vaikuta piilovikoja koskeviin oikeuksiin, joita pakottava lainsäädäntö

mahdollisesti takaa käyttäjälle.

Jos käyttäjä ei ole hankkinut tietokantaa suoraan NAVTEQilta, hänellä saattaa olla NAVTEQin takaamien oikeuksin lisäksi kansallisen lainsäädännön takaamia oikeuksia siihen henkilöön nähden, jolta hän on hankkinut tietokannan. Edellä esitetty NAVTEQin takuu ei vaikuta näihin lakisääteisiin oikeuksiin ja käyttäjä voi vedota niihin edellä myönnettyjen takuuoikeuksien lisäksi.

VASTUUNRAJOITUKSET

Tietokannan hintaan ei sisälly mitään katetta sellaisten välillisten tai seurannaisvahinkojen tai rajoittamattomien välittömien vahinkojen varalta, jotka ovat seurausta tietokannan käytöstä. Tästä seuraa, että NAVTEQ ei missään tapauksessa vastaa välillisistä tai seurannaisvahingoista, mukaan lukien muun muassa liikevaihdon, tietojen tai käyttömahdollisuuden menetykset, jotka kohdistuvat käyttäjään tai kolmanteen osapuoleen ja aiheutuvat tietokannan käytöstä, riippumatta siitä tapahtuvatko vahingot sopimuksen piirissä, sopimusta loukaten tai takuuseen perustuen, vaikka NAVTEQille olisi etukäteen ilmoitettu tällaisten vahinkojen mahdollisuudesta. Kaikissa tapauksissa NAVTEQin korvausvastuu välittömien vahinkojen tapauksessa rajoittuu käyttäjän hankkiman tietokannan hintaan.

TÄSSÄ SOPIMUKSESSA ESITETTY RAJOITETTU TAKUU JA VASTUUVELVOLLISUUDEN RAJOITUS EIVÄT VAIKUTA KÄYTTÄJÄN LAKISÄÄTEISIIN OIKEUKSIIN, JOS TIETOKANTA ON HANKITTU MUUTA TARKOITUSTA KUIN AMMATINHARJOITUSTA VARTEN.

VAROITUKSIA

Ajan tuomista muutoksista, olosuhteiden muuttumisesta, käytetyistä lähteistä ja kattavan maantieteellisen tiedon keruun luonteesta johtuen tietokanta saattaa sisältää epätarkkoja tai epätäydellisiä tietoja ja antaa virheellisiä tuloksia. Tietokanta ei sisällä tietoja muun muassa tieympäristön turvallisuudesta, poliisin saatavillaolosta, avunannosta hätätapauksissa, tiedoista, teiden tai kaistojen sulkemisesta, ajoneuvo- tai nopeusrajoituksista, teiden jyrkkyydestä ja kaltevuudesta, alikulkukorkeuksista, paino- tai muista rajoituksista, tie- tai liikenneolosuhteista, erikoistapahtumista, ruuhkista tai matkustusajoista.

SOVELLETTAVA LAKI

Tähän sopimukseen sovelletaan sen maan lakia, jossa käyttäjällä on kotipaikka tietokannan hankintapäivänä. Jos käyttäjän kotipaikka on sillä hetkellä Euroopan unionin tai Sveitsin ulkopuolella, sovelletaan sen maan lakia, jossa käyttäjä hankki tietokannan. Muissa tapauksissa, tai jos tietokannan hankintapaikkaa ei voida määritellä, sovelletaan Alankomaiden lakia. Tästä sopimuksesta aiheutuvat tai siihen liittyvät erimielisyydet ratkaistaan siinä tuomioistuimessa, joka on toimivaltainen käyttäjän kotipaikassa tietokannan hankintahetkellä, tämän rajoittamatta NAVTEQin oikeutta nostaa kanne käyttäjän kulloisenkin kotipaikan tuomioistuimessa.

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